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K#: **1480**

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Location: **AL FL GA NC SC**

Union: **Communications Workers of America (CWA)**

Local:

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K# 1480

2,350-ees

Agreement between



COMMUNICATIONS WORKERS  
OF AMERICA

and

578915  
© **BELLSOUTH**® 24500

BellSouth Advertising & Publishing Corporation

EFFECTIVE August 5, 2001 - 8/7/04

•  98CM

## **TO EMPLOYEES:**

The Communications Workers of America is the official bargaining representative for all employees in your collective bargaining unit. This official relationship carries with it serious obligations and responsibilities which the Company and the Union are determined to fulfill. As a sign of good faith between BellSouth Advertising and Publishing Corporation and the Communications Workers of America, a "Responsible Relationship" clause, Article 28.01, is included in the Agreement which governs your wages, hours and working conditions.

Simply stated, "mutual respect and responsibility" means an honest regard for equality in the official relationship between Company and Union representatives. It does not allow for a supervisor attempting to "pull rank" on a Union representative nor does it allow for a Union representative attempting to intimidate or "badger" a supervisor merely because there is a difference in point of view. It further means that no Company representative at any level should regard a grievance as merely an irritant, just as it also means that no Union representative should offer "grievances" which are designed only to harass management. Additionally, this clause means that Union and Company representatives must not engage in activities to undercut or belittle each other.

Company representatives, and especially the first level of supervision, have the day to day responsibility to deal reasonably and in good faith with Union representatives. They have the right, in return, to expect responsibility and respect from the Union's representatives. To insure continually improving relations between the Company and Union, it is the intent of both organizations to deal with each other at all levels in a sincere, honest, and businesslike manner. This effort by both parties should insure a better feeling for the needs of the employees.

Sincerely,

For the Union:  
Jimmy Smith  
Vice President

For the Company:  
John G. Robinson  
President

## TABLE OF CONTENTS

Article	Page
1 RECOGNITION OF THE UNION .....	1
2 DEFINITIONS.....	1
3 WAGES .....	8
4 SCHEDULING AND ALTERNATIVE WORK ARRANGEMENTS .....	15
5 PAY AND BASIS OF COMPENSATION .....	24
6 HOLIDAYS AND VACATIONS.....	36
7 ABSENCES FROM DUTY .....	45
8 FORCE ADJUSTMENTS .....	54
9 EMPLOYMENT SECURITY .....	65
10 TRANSFER AND TRAVEL EXPENSE .....	75
11 DIRECTORY ADVERTISING SALES WORK.....	85
12 SUSPENSIONS, DISCHARGES, AND DEMOTIONS .....	105
13 PROMOTIONS, TRANSFERS, JOB VACANCIES, AND PLACE OF REPORTING.....	108
14 APPLICATION OF SENIORITY .....	123
15 JURISDICTION OF WORK .....	127
16 JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS .....	128
17 HEALTH AND SAFETY .....	131
18 UNION FUNCTIONING .....	132
19 RECORDS .....	135
20 PENSIONS AND BENEFITS .....	137
21 UNION-MANAGEMENT CONFERENCES .....	139
22 GRIEVANCE PROCEDURE.....	141
23 FEDERAL OR STATE LAW.....	151
24 ARBITRATION, EXPEDITED ARBITRATION AND MEDIATION.....	151
25 EMPLOYMENT SECURITY PARTNERSHIP .....	158
26 PAYROLL DUES DEDUCTION AND UNION SECURITY .....	172

## TABLE OF CONTENTS

26	ABSENCES FOR UNION DUTIES.....	175
27	DISTRIBUTION OF AGREEMENT.....	178
28	RESPONSIBLE UNION-COMPANY RELATIONSHIP.....	179
29	APPLICATION AND AMENDMENTS.....	180
30	NON-DISCRIMINATION.....	181
31	DURATION OF AGREEMENT.....	182

## TABLE OF CONTENTS

TITLES AND WAGE SCALE ASSIGNMENTS .....	APPENDIX A, PART I
ZONE CLASSIFICATIONS BY STATE.....	APPENDIX A, PART II
WAGE SCALES.....	APPENDIX B, PART I
MONTHLY PENSION PER YEAR OF SERVICE .....	APPENDIX B, PART II
TEAM INCENTIVE AWARD PLAN.....	APPENDIX B, PART III
COLLECTIONS REPRESENTATIVE BONUS COMPENSATION PLAN .....	APPENDIX B, PART IV
PREMISE COLLECTIONS BONUS COMPENSATION PLAN.....	APPENDIX B, PART V
COMPANY/UNION TRIALS.....	APPENDIX C, PART I
PERSONNEL RECORD ENTRIES .....	APPENDIX C, PART II
INVOLUNTARY OVERTIME TRIAL .....	APPENDIX C, PART III
RECORDING OF CALLS.....	APPENDIX C, PART IV
CUSTOMER CONTACT SAMPLING.....	APPENDIX C, PART V
GEOGRAPHIC MARKET ASSIGNMENT PLAN .....	APPENDIX C, PART VI

## READY REFERENCE INDEX

Subject	Reference	Page
A		
Absences		
Deaths .....	6.04 A3 .....	50
Elections .....	6.04 A4 .....	50
Excused with Pay .....	6.04 .....	49
Holiday treatment .....	4.03 A3 .....	27
Illness .....	6.02 .....	48
Illness, Extended .....	6.03 .....	49
Jury Duty .....	6.04 A1 .....	50
Leaves .....	6.01 .....	45
Military .....	6.06 .....	53
Pay Treatment .....	6.04 .....	49
Pay Limitation .....	6.05 .....	53
Personal Paid Time (PPT) .....	6.04 D .....	50
Quarantine .....	6.04 A2 .....	50
Union Duties .....	26.01 .....	175
Voting .....	6.04 A5 .....	50
Achievement Multiple		
DASR .....	10.03 C3 .....	94
DTSR .....	10.04 B3 .....	99
Acting Title, Higher Rated Job .....	4.07 H3 .....	34
Acting Title, Supervisory .....	4.07 G2 .....	33
Agreement Duration .....	31.01 .....	182
Alternative Work Arrangements .....	3.05 .....	22
Application and Amendments .....	29.01 .....	180
Arbitration .....	23.01 .....	151
Appeal Rights .....	12.06 .....	121
Benefit Plan .....	19.03 B .....	138
Demotions .....	11.01 B .....	106
Discharges .....	11.01 A .....	105

Expedited Arbitration.....	23.02.....	153
Assignment of Tours.....	3.03.....	17
Authorized Holidays.....	5.01.....	36
Automobile Allowance.....	9.06.....	83
Awards and Prizes.....	10.10 C.....	105
Awards, Team Incentive.....	App B, Part III.....	212

## B

<b>Bargaining Unit</b>		
Movement In and Out.....	25.04.....	174
Bargaining.....	20.02.....	140
Base Loss.....	1.01.....	1
Basic Rates, Wages.....	1.02.....	1
Benefit Plans.....	19.01.....	137
Benefit, payments.....	6.03.....	49
<b>Bonus</b>		
Chargebacks.....	10.07 F-H.....	103
Collections Representative.....	App B, Part IV.....	214
DSAR.....	10.02 B2.....	88
MAR.....	10.01 B2.....	86
Premise Collector.....	App B, Part V.....	216
Team Incentive Award.....	App B, Part III.....	212
TSSR.....	10.05 A5.....	101
BOTS.....	1.03.....	2
Bulletin Boards.....	17.02.....	133

## C

Calendar Week.....	1.04.....	2
<b>Change in Place of Reporting</b>		
Allowance.....	9.02.....	79
Change of Schedule.....	3.02 G.....	16
Company Initiated.....	3.02 G.....	16
Posting.....	3.01 A.....	15
Work.....	3.01.....	15



Holiday.....	4.04 D.....	28
Sunday.....	4.02 C.....	26
Choice of Tours.....	13.03.....	125
.....	3.03.....	17
Circuit .....	1.05.....	2
Collective Bargaining .....	20.02.....	140
Commuting Allowance .....	9.04 A.....	80
Limitation.....	9.04 C.....	82
Company Responsibilities.....	30.01.....	181
Connecting		
Overtime .....	4.06 A.....	29
Work .....	1.06.....	2
Contract Books (Distribution).....	27.01.....	178
Contract Work.....	14.01.....	127
Counseling Entry.....	18.01 B.....	136
Craft Work by Supervisors.....	14.02.....	128

## D

Death		
Absence.....	6.04 A3.....	50
December 31st, Pay.....	4.01 J.....	26
Deductions		
Union Dues .....	25.01.....	172
COPE .....	25.06.....	175
Demotions		
Grievances.....	11.01 B.....	106
Reinstatement.....	11.02 A.....	106
Dental Plan.....	19.01.....	137
Differential Payments .....	4.07.....	32
Evening and Night .....	4.07 A-E.....	32
Higher-Rated Relief.....	4.07 H.....	33
Sunday.....	4.02 A.....	26
Supervisory Relief.....	4.07 G.....	33
Training.....	4.07 F.....	33
Directory Advertising Sales Representative (DASR)		
Achievement Multiple.....	10.03 C3.....	94

Compensation.....	10.03 C .....	93
Geographic Market Assignment.....	10.03 A4.....	89
Market Assignment Definition .....	10.03 A .....	88
Market Assignment Procedure.....	10.03 B .....	90
Niche Product Market Assignment ....	10.03 A5.....	89
Non-Selling Time.....	10.03 C5&6.....	95
Subsequent Market Assignment.....	10.03 B4.....	92
Directory Telephone Sales Representatives (DTSR)		
Achievement Multiple.....	10.04 C3 .....	99
Compensation.....	10.04 C .....	98
Market Assignment .....	10.04 A&B .....	97
Directory Special Accounts Representatives (DSAR)		
Compensation.....	10.02 B .....	88
Market Assignment .....	10.02 A .....	87
Discharges.....	11.01.....	105
Reinstatement.....	11.02 A1 .....	106
Displacements, Technological .....	1.33.....	6
Double Time		
Holiday.....	4.04 A .....	28
Pay .....	4.01 D.....	25
Rate .....	1.07.....	2
Dues, Union .....	25.01.....	172
Collection, Effective Dates .....	25.03.....	174
Cost .....	25.07.....	175
Requirements .....	25.02.....	173

## E

Effective Date of Agreement .....	31.01.....	182
Elections, Absence .....	6.04 A4.....	50
Emergency Conditions .....	3.02 C .....	16
Employee		
Full Time.....	1.09.....	2
Part-Time .....	1.18.....	4
Regular .....	1.25.....	4
Temporary.....	1.34.....	6
Entry Retention .....	18.01 B .....	136

Excused Days, PPT .....	6.04 D .....	50
Excused Time, Holidays .....	4.03 A4 .....	27
Exempt Employees .....	10.09 .....	105
Expanded Supplemental Income Protection Plan (ESIPP)		
Procedures .....	7.01 C2 .....	56
Payment Table .....	8.02 A3 .....	69
Expense		
Automobile Allowance .....	9.06 .....	83
Commuter Allowance .....	9.04 A .....	80
Per Diem .....	9.04 A3 .....	80
Transfer .....	9.01 .....	75
Travel .....	9.04 .....	80
During the Tour .....	9.03 .....	79
Interim Return Home .....	9.05 .....	82

## F

Filling Job Vacancies .....	12.02 .....	111
Flexible-Time .....	3.05 .....	22
FlexLife .....	19.01 .....	137
Force Adjustments		
Commutable Jobs .....	7.01 G .....	62
Implementation .....	7.01 C .....	55
Less than 5 Years .....	7.01 C3 .....	58
Location Layoff List ( LLL) .....	7.01 C5d .....	60
One Step out .....	7.01 D .....	61
Potential Layoff List (PLL) .....	7.01 C5c .....	60
Recalled After Layoff .....	7.02 .....	62
Reclassifying Employees .....	7.01 C1 .....	55
Return Rights .....	7.01 E .....	61
Sequence for Handling .....	7.01 C1a .....	56
SIPP/ESIPP .....	7.01 C2 .....	56
Temporary Hiring .....	7.03 .....	64
Vacancies Across Entity Lines .....	7.01 H .....	62
Vacancies in Other Entities .....	7.01 C5b .....	59
Forty-Nine (49) Hours Overtime .....	4.01 D .....	25
Fourteen (14) Hours .....	4.01 G .....	25

Fourteenth Day.....	4.01 G.....	25
Full-Time Employee .....	1.09.....	2
Wages.....	2.01 A.....	8

## G

Gender.....	1.10.....	3
General Records.....	18.02.....	136
Geographic Market Assignment.....	10.03 A4.....	89
Grievances		
Appeal Rights (Selections).....	12.06.....	121
Benefit Plans .....	19.04.....	139
Certified Management.....	20.01 A.....	139
Demotions .....	11.01 B.....	106
Discharge .....	11.01 A.....	105
Filling of Vacancies .....	21.06.....	149
Family Medical Leave Act (FMLA) ..	21.07.....	150
Health and Safety .....	21.08.....	151
Leave.....	6.01 B.....	46
Levels.....	21.01.....	141
Meetings.....	20.01.....	139
Representation in Meeting .....	21.03.....	148
Pay for Grievant.....	21.04.....	148
Pay for Union Rep.....	21.02.....	147
Procedures.....	21.01.....	141
Short Term Disability.....	21.07.....	150
Strikes .....	21.05.....	149
Suspension .....	11.01 A.....	105
Transfer .....	12.05.....	116
Group Life Insurance Plan .....	19.01.....	137

## H

Headquarters, Location .....	13.02 C.....	125
Health and Safety Committee .....	16.01.....	131
Higher Rated Job Differential .....	4.07 H.....	33
Hiring Laid Off Employees.....	7.03.....	64

## Holiday

Absences .....	4.03 A3 .....	27
Double Time Pay .....	4.04 A .....	28
Double-Time & One-Half .....	4.04 B .....	28
Excused Time .....	4.03 A4 .....	27
Fall on Saturday .....	5.03 .....	37
Fall on Sunday .....	5.02 .....	37
Optional .....	5.01 A2 .....	36
Overtime Rate .....	4.04 A .....	28
Part Tour .....	4.04 C .....	28
Part-Time Employee Pay .....	4.03 B .....	27
Rotation .....	3.02 F .....	16
Scheduled .....	3.02 F .....	16
Within Vacation Period .....	5.04 .....	37
Work .....	1.11 .....	3
Household Member .....	6.04 C .....	50

## I

Involuntary OT .....	App C, Part III .....	220
Illness		
Pay .....	6.02 .....	48
Vacation .....	5.10 .....	44
Immediate Family .....	6.04 B .....	50
Incentives, Awards .....	10.10 C .....	105
Interim Return Home Expense .....	9.05 .....	82
Investigatory Interview .....	17.05 .....	135

## J

### Job

Bank, PARTNERSHIP .....	24.05 D .....	167
Classifications .....	15.01 .....	128
Creation .....	15.01 A .....	128
Description .....	15.01 .....	128
Higher-Rated .....	12.03 .....	114
Lower-Rated .....	8.01 .....	65

Titles .....	App A, Part I .....	184
Vacancies .....	12.01 .....	108
Joint Conferences .....	20.01 .....	139
Jurisdiction Of Law .....	22.01 .....	151
Jury Duty .....	6.04 A1 .....	50

## L

Laws, Federal and State .....	22.01 .....	151
Layoffs		
Regular Employees .....	7.01 .....	54
Temporary Employees .....	7.01 B .....	55
SIPP .....	8.02 A .....	67
Leaves of Absence .....	6.01 .....	45
Grievance Provision .....	6.01 B .....	46
Military Service .....	6.06 .....	53
Personal .....	6.01 A .....	45
Reinstatement .....	6.01 C&D .....	46
Seniority/Net Credited Service .....	6.01 A 3-6 .....	45
Sick .....	6.01 A .....	45
Suspended .....	6.01 E .....	47
Temporary Employee .....	6.01 A7 .....	46
Union .....	26.02 .....	176
Vacation Treatment .....	5.08 .....	42
Life of Agreement .....	31.01 .....	182
Location, Headquarters .....	1.12 .....	3
Location Layoff List ( LLL) .....	7.01 C5d .....	60
Long-Term Disability Plan .....	19.01 .....	137
Lottery .....	1.13 .....	3
Lunch .....	3.01 B1 .....	15

## M

Major Account Representatives (MAR)		
Market Assignment .....	10.01 A .....	85
Compensation .....	10.01 B .....	86
Management, Certified .....	20.01 .....	139

Miscellaneous Market Assignments.....	10.07.....	102
Chargeback of Commissions.....	10.07 F.....	103
Chargeback of Bonus.....	10.07 G&H.....	104
Office-wide Reassignment.....	10.07 B.....	102
Reassigned Accounts.....	10.07 A.....	102
Recanvassed Accounts.....	10.07 D.....	103
Recontacted Accounts.....	10.07 C.....	103
Medical Coverage, Extended.....	8.02 B.....	70
Medical Impairment (PMR).....	8.04.....	75
Mediation Procedures.....	23.03.....	156
Medical Assistance Plan.....	19.01.....	137
Military Service.....	6.06.....	53
Minimum Time Between Tours.....	3.02 D.....	16
Moving of Household.....	9.01.....	75

## N

Needs of the Business.....	1.14.....	3
Choice of Tours.....	13.03 A.....	125
Leaves.....	6.01.....	45
Shift Lunch Hours.....	3.01 B.....	15
Temporary Assignment.....	12.05.....	116
Temporary Transfers.....	12.05.....	116
Tour Scheduling.....	3.02 A,B,D&F.....	15
Vacation.....	5.06.....	38
Net Credited Service/Seniority.....	1.15.....	3
Neutral Third Party.....	15.01 D.....	129
New Products (SIC).....	10.06.....	101
Niche Product Market Assignment.....	10.03 A5.....	89
NISD.....	1.16.....	3
Non-Discrimination.....	30.03.....	181
Non-Scheduled Day.....	1.17.....	3

## O

Optional Holiday.....	5.01 A2.....	36
Scheduling.....	5.01 A2b.....	36

## Overtime

Assignment of .....	4.06 .....	29
Availability .....	4.06 A7-9 .....	31
Non-Compounding .....	4.05 .....	29
Part-Time Employee .....	4.01 K .....	26
.....	4.04 F .....	29
Preference .....	4.06 A6 .....	30
Rate .....	1.20 .....	4
Records .....	4.06 A 10 .....	31
Relief Period .....	3.04 B .....	22

## P

Part-Time Employee .....	1.21 .....	4
Benefits .....	19.02 .....	138
Overtime Eligibility .....	4.01 K .....	26
Wages .....	2.01 B1 .....	8
Seniority/Net Credited Service .....	1.30 C .....	5
Work Week .....	2.01 B .....	8
Part Tour .....		
Holiday .....	4.04 C .....	28
Scheduling .....	3.02 B&E .....	16
Sunday .....	4.02 D&E .....	26
PARTNERSHIP Employment Security .....	24.01 .....	158
Job Bank .....	24.05 D .....	167
Pay .....		
After (13) Days .....	4.01 H .....	26
After (14) Hours .....	4.01 G .....	25
Authorized Holiday .....	4.03 .....	27
Basic .....	1.01 .....	1
Benefits .....	6.03 .....	49
Check Delivery .....	4.09 .....	35
December 31st .....	4.01 J .....	26
Double Time .....	1.07 .....	2
Excused .....	4.01 D .....	25
Exempt Employees .....	4.08 .....	35
Experience .....	2.02 B .....	10



Increase-New Job .....	12.03.....	114
Minimum Time Between Tours .....	3.02 D.....	16
New Job Titles .....	15.01.....	128
Overtime Rate .....	1.20.....	4
Periods (Sales).....	10.08.....	104
Premium.....	1.23.....	4
Reduction in Job Level.....	8.01.....	65
Sickness.....	6.02.....	48
Reinstatement.....	11.02.....	106
SIPP .....	8.02 A.....	67
Sunday.....	4.02.....	26
Suspension Reinstatement.....	11.02 A2.....	107
Termination.....	8.03.....	71
Transfer from Another Company .....	2.02 B4.....	12
Transfer from Independent Company .....	2.02 B5.....	12
Vacation .....	5.08.....	42
Week Day.....	4.01.....	24
Work on Holiday.....	4.04.....	28
Work on Sunday.....	4.02.....	26
Payroll Deductions.....	25.01.....	172
Pension Plan.....	19.01.....	137
Bands/Instructions.....	App B, Part II .....	208
Per Diem .....	9.04 A3.....	80
Permanently Medically Restricted .....	24.05 D2a.....	167
Personal Paid Time (PPT).....	6.04 D1.....	50
Eligibility .....	6.04 D4.....	51
Supervisor Approval .....	6.04 D1a.....	51
Unused PPT .....	6.04 D5.....	52
Personnel Records.....	18.01.....	135
Picket Lines.....	17.04.....	135
Place of Reporting.....	12.07.....	122
Posting Vacations.....	5.06.....	38
Potential Layoff List (PLL).....	7.01 C5c.....	60
Preference .....		
For Overtime.....	4.06 A6.....	30
For Training .....	13.06.....	126
For Vacation.....	5.06 B3b.....	39

Premium Pay .....	1.23 .....	4
Progression Increases-Effective Date.....	2.04 .....	12
Progression Schedules.....	2.03 .....	12
Promotions .....	1.24 .....	4
Increase Treatment .....	12.03 .....	114
Increases.....	2.06 .....	13
Union Officer .....	17.01 .....	132
Within Sales .....	10.10 B .....	105

## Q

Quality Facilitator Work .....	4.07 I .....	34
Quarantine, Absence .....	6.04 A2 .....	50

## R

Race, Non-Discrimination.....	30.03 .....	181
Rates, Regular .....	1.26 .....	5
Reassignment Pay Protection (RPPP)....	8.01 B .....	65
Recalled After Layoff .....	7.02 .....	62
Record, Collective Bargaining .....	18.02 .....	136
Reduction in Force .....	7.01 .....	54
Regular Employee.....	1.25 .....	4
Reinstatement Pay .....	11.02 .....	106
Relief Periods .....	3.04 .....	22
Relocation .....	9.01 B .....	75
Retirement		
Pension Plan .....	19.01 .....	137
Pension Bands .....	App B, Part II .....	208
Technological .....	8.02 A .....	67
Retreats, Transfer .....	12.02 D .....	113

## S

Sales Close .....	1.27 .....	5
Saturday Holiday .....	5.03 .....	37
Savings & Security Plan.....	19.01 .....	137

## Schedule Change

Holiday.....	13.03 A.....	125
Company Initiated.....	3.02 G.....	16
.....	4.01 E.....	25
.....	4.01 I.....	26
Employee Initiated.....	3.02 G.....	16
Holiday.....	4.03.....	27
Holiday.....	4.04 D.....	28
Posting.....	3.01 A.....	15
Sunday.....	4.02 C.....	26
Work.....	3.01.....	15
Scheduled Hours.....	1.28.....	5
Scheduled Tours.....	1.29.....	5
Seniority/Net Credited Service		
Application.....	13.02.....	124
Bridging.....	1.30 B.....	5
Choice of Tours.....	13.03.....	125
Definition.....	1.30 A.....	5
Leave.....	6.01 A3-A6.....	46
Limitations.....	13.01.....	123
Part-time Employees.....	1.30 C.....	5
Preference for Training.....	13.06.....	126
Returning Employee.....	3.03 B6.....	21
Temporary Assignment.....	9.01.....	75
Transfer From Another Company.....	13.04.....	126
Union Leave.....	26.03 A.....	176
Vacation.....	13.02 B.....	124
Vacation Selection.....	5.06 B.....	38
Session.....	1.31.....	6
Sex, Gender, Non-Discrimination.....	30.03.....	181
Sick Leave.....	6.01 A1.....	45
Sick Pay, After Seven (7) Days.....	6.03.....	49
Sick Pay, Exempt Employees.....	6.02 B.....	49
Specified Holidays.....	5.01 A1.....	36
Starting Rates.....	2.02.....	10
Flexible.....	2.05.....	12
State Laws, Effect.....	22.01.....	151

State Laws, Effect .....	25.05 .....	174
Strategic Initiative Compensation .....	10.06 .....	101
Strikes .....	17.04 .....	135
Sunday		
Excess of 37 1/2 hours .....	4.02 E .....	27
Holidays .....	5.02 .....	37
Part Tour .....	4.02 D .....	26
Schedule Change .....	4.02 C .....	26
Work .....	1.32 .....	6
Supervisors, Craft Work by .....	14.02 .....	128
Supervisory-Relief .....	4.07 G .....	33
DASR .....	10.03 C5d .....	95
DTSR .....	10.04 C4 .....	99
Supplemental Income Protection Plan (SIPP)		
Force Reduction .....	7.01 C2 .....	56
Payment Table .....	8.02 A3 .....	69
Program .....	8.02 A .....	67
Surplus (see Force Adjustments) .....	7.01 .....	54
Suspension .....	11.01 .....	105

## T

Team Incentive Award .....	App B, Part III .....	212
Technological Termination .....	8.02 A .....	67
Telecommuting .....	3.05 .....	22
Telephone Concession Service .....	6.06 B .....	53
Telephone Sales Specialty Representative (TSSR)		
Compensation .....	10.05 B .....	100
Market Assignment .....	10.05 A .....	99
Temporary Employee .....	1.34 .....	6
Leave .....	6.01 A7 .....	46
Termination .....	8.03 A .....	71
Temporary Hire of Laid Off Employees .....	7.03 .....	64
Temporary Transfer .....	12.05 .....	116
Termination Pay .....	8.03 .....	71
Thirteen (13) Days .....	3.02 C .....	16
Thirteen (13) Days .....	4.01 H .....	26

Time-in-Title.....	12.01 B8 .....	110
Time, Travel.....	12.08.....	122
Titles, Job.....	15.01.....	128
Total Quality Commitment .....	28.02.....	179
<b>Tour</b>		
Assignment .....	3.03.....	17
Choice .....	13.03.....	125
Normal Work Day.....	1.18.....	4
Part.....	3.02 B&E.....	16
Scheduled and Excused.....	3.02 F.....	16
Scheduled to Work.....	3.02 F.....	16
Scheduling.....	3.02.....	15
Sixth and Seventh Day.....	3.02 B.....	16
Travel During.....	9.03.....	79
<b>Transfer</b>		
Appeal Rights.....	12.06.....	121
At Instance of the Company.....	12.04.....	114
Expense.....	9.01.....	75
From Another Company .....	13.04.....	126
Pay treatment.....	2.02 B 4&5 .....	12
Headquarters location.....	13.02 C.....	125
Higher Wage Zone.....	2.08.....	14
Holiday.....	5.01 A.....	36
Lower Rated Job .....	8.01.....	65
Lower Wage Zone.....	2.07.....	14
Request.....	12.01.....	108
Seniority/net credited service.....	13.01.....	123
Temporary.....	12.05.....	116
Union Officer.....	17.01.....	132
Vacation .....	5.09 C.....	44
<b>Travel</b>		
Automobile Allowance .....	9.06.....	83
Commuting Allowance .....	9.04 A .....	80
During the Tour.....	9.03.....	79
Expense .....	9.04.....	80
Per Diem .....	9.04 A3.....	80
Time .....	12.08.....	12

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**AGREEMENT**  
**between**  
**COMMUNICATIONS WORKERS OF AMERICA**  
**and**  
**BELLSOUTH ADVERTISING & PUBLISHING**  
**CORPORATION**

This Agreement, made this 5th day of August, 2001, by and between Communications Workers of America, herein called Union, and BellSouth Advertising & Publishing Corporation, herein called Company:

The parties agree that the Company hereby continues its recognition of the Union, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive bargaining representative of all employees of the Company except for supervisors and professional employees as defined in the National Labor Relations Act as amended, and employees regularly performing confidential labor relations duties. The jobs presently within these non-represented categories are listed in a Memorandum of Agreement between the parties dated the 10th day of August, 1986.

As a result of collective bargaining, the parties hereby covenant and agree that the following provisions will remain unchanged and govern their relationship for the duration of this labor agreement.

**ARTICLE 1**  
**DEFINITIONS**

**1.01 Base Loss**

*Revenue associated with disconnects, bankruptcies, NYPS supercedures, and adjustments prior to billing lost from a product's previous canvass NISD to the upcoming canvass BOTS normally from the 4217A to the initial 5250 program date.*

**1.02 Basic Rates, Wages, Pay.**

The rate of pay, exclusive of all differential or extra payments, as shown in Wage Scales, Appendix B.

Article 1

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**1.03 BOTS**

*Book On The Street revenue (formerly BSR)*

**1.04 Calendar Week.**

A consecutive period of seven days, the first day of which is Sunday.

**1.05 Circuit.**

An annualized grouping of directories for Directory Advertising Sales Representatives and permanent categories of work assignments for Directory Telephone Sales Representatives.

**1.06 Connecting Work.**

Any overtime work which connects with the beginning or end of scheduled time. If the employee requests and receives time off for a relief or meal period between the scheduled time and the overtime period, such break will not change the connecting nature of such work.

**1.07 Double Time Rate, Pay.**

Double time rate of pay is two times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

**1.08 Evening and Night Differentials.**

Payments as provided for in 4.07 made to employees who work tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M.

NOTE: No evening or night differentials apply to tours which begin at 7:00 A.M. or later, and end at or before 7:00 P.M.

**1.09 Full-Time Employee.**

An employee engaged to work a full-time or normal work week.

**1.10 Gender.**

The use of the masculine or feminine gender in this Agreement will be construed as including both genders and not as a sex limitation.

**1.11 Holiday Work.**

Any work which begins on an authorized holiday. (See 1.39.)

**1.12 Location.**

Location is defined as the geographic area that corresponds to that primary directory's geographic coverage. The Company will designate the place at which employees are required to report for work within a location. An employee's basic wage rate is established based on the employee's permanent reporting location.

**1.13 Lottery.**

A method of market distribution for Directory Advertising Sales Representatives, Directory Telephone Sales Representatives, and *Telephone Sales Specialty Representatives* that provides for an outcome and result that cannot be previously determined or known.

**1.14 Needs of the Business**

Whenever used in this Agreement, "needs of the business" means any and all requirements which in the Company determination are necessary to insure meeting the needs of the customer, both internal and external. Such determination will be subject to the grievance procedure set forth in Article 21, and a charge of bad faith or arbitrary action will be subject to the arbitration procedure set out in Article 23.

**1.15 Net Credited Service.**

(See 1.30)

**1.16 NISD**

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*Next Issue Service Directory revenue (formerly ASR)*

**1.17 Non-Scheduled Day.**

A day on which an employee is not assigned or scheduled to work.



## **Article 1**

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### **1.18 Normal Work Day (Tour).**

A normal work day is a 7 ½ hour tour.

### **1.19 Normal Work Week.**

A normal work week will consist of 37 ½ hours, or five (5) tours.

### **1.20 Overtime Rate, Pay.**

Overtime rate of pay is one and one-half times the basic rate of pay plus such other differential increment as required under the terms of the Fair Labor Standards Act in effect on the date of this Agreement.

### **1.21 Part-Time Employee (Regular or Temporary).**

A part-time employee is one who is employed and normally scheduled to work less hours per average month than a comparable full-time employee in the same job title, classification and work group working the same normal daily tour.

### **1.22 Part Tour**

A work assignment of less than a normal tour (7 ½ hours).

### **1.23 Premium Pay.**

Pay at the overtime rates or pay for non-overtime work at hourly rates equal to or in excess of the overtime rate.

### **1.24 Promotions.**

Reassignment to a job having a higher top basic weekly rate, or to a higher-rated job having no established top rate. The top basic rates on Zone A wage scale will be used in determining if a promotion is involved. Transfer from a lower-rated to a higher-rated location where the job classification or work assignment is not changed is not a promotion. Reassignment to a different job having the same top basic weekly rate is not a promotion.

### **1.25 Regular Employee.**

One whose employment is reasonably expected to continue for more than one year, except those classified as "temporary" employees.

**1.26 Regular Rates, Wages, Pay.**

Basic pay plus any differential pay for work on evening and night tours as provided for in 4.07. No overtime or extra pay other than evening or night differential is included in regular pay.

**1.27 Sales Close**

*Defined as the last day for sales to key activity, also known as the Sales Ad Order Close Date.*

**1.28 Scheduled Hours.**

Hours falling within an employee's scheduled tour.

**1.29 Scheduled Tour.**

Any of the tours which are officially posted on the weekly work schedule for a particular employee.

**1.30 Seniority Date.**

A. Length of continuous BellSouth service or service from another Company as required by applicable law(s) accrued from the date an employee actually begins work if the employee has been continuously engaged or the service accrued in the case of an employee who has not been continuously engaged.

B. Bridging. When a former employee is rehired by the Company, he/she will be given credit for the former service as follows:

1. When the break in service has been less than 6 calendar months, the former service will be bridged immediately and the Seniority date adjusted accordingly.
2. When the break in service has been 6 calendar months or more, the former service will be bridged after 3 continuous years of service, and the seniority date adjusted accordingly.

C. Part-time employees hired on or after January 1, 1990 and full-time employees hired after January 1, 1990 who are subsequently reclassified to part-time will accrue seniority on a prorated basis. Such proration will be determined by the number of hours worked per week as a percent of 37.5 hours.

## **Article 1**

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Full-time employees on the payroll as of December 31, 1989 who are subsequently reclassified to part-time and part-time employees hired prior to January 1, 1990 will accrue seniority as if they were full-time employees. Additionally, part-time employees will be eligible for coverage in all benefit plans in accordance with 19.02.

- D. In applying any of the provisions of this Agreement, in any case where two or more employees' seniority is equal, they will rotate as the senior employee in the choice of tours, vacations, etc.

### **1.31 Session.**

One of the two parts into which a tour is divided (or assumed to be divided when the nature of the employee's assignment requires constant attention on duty). A session will not be less than three hours.

### **1.32 Sunday Work.**

Any work which begins on a Sunday. (See 1.39)

### **1.33 Technological/Operational Efficiency Displacements.**

Any regular employee will be considered displaced by an improvement in operational efficiency when his/her services will no longer be required as a result of a change in equipment, a change in a method of operation, or other internal change diminishing the total number of employees formerly required to supply the same service to the Company or its subscribers. The term will not include layoffs caused by external forces.

### **1.34 Temporary Employee.**

One whose term of employment is intended to last more than three weeks, but ordinarily not more than nine months, or who is engaged for a specific project involving a period of time of not more than twelve months, except that in instances of technological change not to exceed twenty four (24) months.

### **1.35 Temporary Transfer.**

See 12.05A.

**1.36 Tour**

See 1.18.

**1.37 Wage Length of Service (Wage Experience Credit).**

Period credited to an employee in the application of the wage schedule for his/her job classification. Generally, the wage length of service of an employee whose entire service has been continuously in the same job will be his/her total length of service. If one is employed at a starting rate higher than the normal starting rate on account of previous telephone or other experience or special training, the wage length of service will include such credit as is given at the time of employment or re-employment, plus service accumulated thereafter. In paid absence cases under the Short Term Disability Plan only the first month of such absence is included in computing wage experience credit, except that employees absent as a result of, and who receive payments for, accidents arising out of, and in the course of, employment will accumulate wage experience credit during the time of such absence and payment.

**1.38 Weekly-Rated Employee.**

An employee whose basic rate of pay is established on a weekly basis.

**1.39 Work Day.**

The period of time between 12:00 midnight preceding and 12:00 midnight ending any day. Any tour is a part of the work day on which such tour begins. Any connecting time which precedes a tour is a part of the work day on which the connecting time begins. Any connecting time which follows a tour is a part of the work day on which the work day begins, even though such connecting time continues until the beginning of a subsequent tour. Pay for work which starts at or after 12:00 midnight preceding the day and before midnight ending the day will be at the rate prescribed for that day.

## Article 2

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### **1.40 Work Group.**

A group of employees who work under the same first line, or immediate supervisor, and who regularly interchange on work assignments and regularly relieve each other.

### **1.41 Work Unit.**

A work unit will mean all those employees within a given title and department who have a common place of reporting except that employees within a single title performing distinctly different job duties will not be grouped together.

### **1.42 Zone**

*A subset of a directory's geographic coverage area, comprised of multiple zip codes. It is used in geographic market distribution to determine the different sections that will be worked by different Directory Advertising Sales Representatives. DASR's market will be assigned by zone and contain a cross-section of all zip codes within the zone.*

## **ARTICLE 2**

### **WAGES**

### **2.01 Wage Rates.**

A. Full-Time Employees. The rate of pay and progression wage scales for full-time employees will be those shown in Appendix B, Part I, attached hereto and made a part hereof.

B. Part-Time Employees.

1. Except for payment for overtime hours worked, all hours worked by a part-time employee will be paid at the equivalent basic hourly rate for a comparable full-time employee working a normal tour in the same job title, classification, and work group. Part-time employees will not be eligible to receive overtime payments until they have worked a normal tour or work week for a comparable full-time employee. The overtime rate for the part-time employee will be the applicable overtime rate for a comparable full-time employee based on such part-time employee's basic hourly rate.

2. The classification of a part-time employee is based on the employee's "part-time equivalent work week" which will be determined prospectively by dividing the employee's total normally scheduled hours per month by 4.35 and rounding the result to the next higher whole number. (Illustration: 68 hours per month divided by 4.35 equals 15.6 rounded to a "part-time equivalent work week" classification of 16.)
3. The "part-time equivalent work week" classification of each part-time employee will be reviewed by the Company on April 1 and October 1 of each year and more often if appropriate. Indicated adjustments, if appropriate, will be on a prospective basis. In determining whether such adjustment is appropriate, the Company will consider the actual average number of hours worked per month during the preceding six (6) month period and the likelihood that such number of work hours will continue for a reasonably foreseeable period of time except that any hours worked which are paid at the overtime rate will not be counted in computing the average number of hours worked.
4. For employees who are hired on or after January 1, 1981, and who work as regular part-time employees, payments to a regular part-time employee for sickness disability accident disability, or death benefits under the Short Term Disability Plan vacations, holidays, anticipated disability leave, sickness absence (not under the Short Term Disability Plan) or termination allowance (or its equivalent) will be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.
5. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981 will thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on

## Article 2

the same basis as was applicable to a part-time employee on December 31, 1980.

### 2.02 Starting Rates.

- A. Except as provided in "B" above, a person engaged to work in one of the titles listed in Appendix A, Part I, will receive the rate designated "Start" on the progression wage scale for his/her title in the appropriate schedule for his/her location as shown in Appendix B, Part I.
- B. Appropriate allowances for wage experience calling for rates higher than such "Start" rates may be made as outlined in the sub-sections of this paragraph.
  1. Persons with previous work experience may be granted wage experience credit, if their previous work experience is directly related to the duties of the new job. The previous work experience must be verifiable with satisfactory performance. Normally this credit will not exceed fifty percent (50%) of such actual work experience nor result in an allowable maximum credit of more than twenty-four (24) months.
  2. An employee formerly employed by the Company, another BellSouth Company, or any Company as required by applicable law(s), will have his/her former wage experience credit adjusted in accordance with the following table if re-employed in the same or lower-rated job classification:

<b>For Months Out of Service</b>	<b>Number of Months to be Deducted from Former Wage Length of Service</b>
Less than 24 Months	0 Months
24 but less than 48 Months	6 Months
Over 48 Months	12 Months

In all cases, if an employee's wage credit is adjusted, the employee will be placed in the nearest wage step to his/her adjusted wage length of service.

- a. If the employee had directly related experience or training during his/her absence from the Company or another BellSouth company which the Company considers of value, he/she will be given credit for this experience or training in addition to the credit provided above. Normally this credit will not exceed fifty percent (50%) of such actual work experience nor result in an allowable maximum credit of more than twenty-four (24) months.
  - b. Each of a series of successive breaks in service will be computed in the same manner using the table above.
  - c. The above table does not apply to an employee re-engaged within *four* years after layoff as provided in Article 7 or employees returning from authorized leaves as provided in Article 6, but he/she will receive credit for the outside experience or training of value under "a" above.
3. The provisions of "2" above will also be applicable to such a former employee when re-employed in a higher-rated job classification except that his/her wage rate and wage length of service on the higher-rated job will be established as follows:
    - a. The wage rate to be received on the higher-rated job will be either the same as that calculated by the use of the above table for the lower-rated job at the location to which the employee is re-employed or the starting rate of the higher-rated job, whichever is greater. If the calculated rate is not an exact step on the wage scale for the higher-rated job, the employee will be paid the nearest higher or lower step rate.
    - b. The wage length of service will be the number of months applicable to the wage rate determined by "a" above.
  4. An employee of another BellSouth Company transferring to this Company on a higher-rated job classification will have wage rate and wage length of service computed



## **Article 2**

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according to "a" and "b" of 2.02B3. An employee of another BellSouth Company transferring to this Company in the same or lower-rated job classification will be given credit for the wage experience accrued with the other BellSouth Company. The employee's wage rate will be determined by reading the wage length of service directly into the wage scale being entered.

5. Upon employment, persons who have previous experience with independent telephone companies will be given wage experience credit commensurate with such previous training and experience that is of value to the Company, but in no event will the wage experience credit allowed be more than the employee would have received had such previous training and experience been with this Company or another BellSouth Company as determined under the provisions of 2.02B2 of the Agreement.

C. This section will not apply to persons initially engaged for technical assignments, or to persons engaged for typing or stenographic work or other work comparable to the work performed by such persons prior to their engagement by the Company.

### **2.03 Wage Progression Schedules.**

The wage progression increases provided in the attached wage scales will be automatic unless the wage scales specifically state otherwise.

### **2.04 Effective Date for Progression Increases.**

The effective date for progression increases will be the beginning of the payroll period nearest the anniversary date of the employee's wage experience date.

### **2.05 Flexible Starting Rates.**

It is agreed that the starting rate specified for any of the wage scales listed in Appendix B for any location may be increased when the Company determines that the employment situation warrants such action in accordance with the following:

- 
- A. In the event that such action is taken, the progression steps on the wage scale or scales affected at such location or locations will be revised in accordance with the following procedure unless otherwise agreed between the Company and the Union:
1. Establish the new starting rate which will be an increase of not less than \$3.00 per week.
  2. Establish new progression steps in multiples of fifty cents, but not less than \$1.00, to meld the increased starting rate into the existing wage scale.
  3. The new progression steps will be established at intervals of not less than three months nor more than twelve months.
- B. On the date the new starting rate is placed in effect, the Company agrees to adjust the wage rates of all employees on the payroll as of that date to the new rates established in accordance with their wage experience.
- C. At any time after the above action has been taken, the Company may reinstate the wage rates provided in the related wage scale or scales listed in Appendix B. However, if this is done no employee on the payroll at that time will have his/her wage rate reduced because of this action.
- D. The Company will notify the Union in all instances where changes in starting rates are to be made. The Union will have the right within thirty (30) days from receipt of notice by the Company to conduct negotiations concerning such changes.

## **2.06 Promotional Increases.**

Employees promoted from one job to another within the bargaining unit will be accorded the following pay treatment:

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- A. When an employee is promoted from a weekly rated job to another weekly rated job, he/she will be paid at their existing wage experience level.
- B. If an employee's rate in the lower title exceeds the indicated rate for the new higher title, such rate will not be reduced; and thereafter, the employee will progress on the new scale.

## Article 2

### **2.07 Transfers Without Change in Wage Scale to Locations Having Lower Wage Zones.**

A. When an employee who has worked currently and continuously for a period of six months or more in a location or locations having a higher wage zone is transferred in the same wage scale to a location having a lower wage zone, his/her rate of pay will not be reduced if it is not above the maximum rate for the job at the new location.

1. If his/her rate is not above the maximum at the new location he/she will continue at such rate until his/her wage length of service entitles him/her to an increase on the wage scale in effect at the new location.
2. If his/her rate is above the maximum at the new location, his/her rate will be reduced to that maximum.

B. When an employee who has not worked currently and continuously for a period of six months or more in a location or locations having a higher wage zone is transferred in the same wage scale to a location having a lower wage zone, his/her rate of pay will be adjusted at the time of transfer to the rate applicable to his/her wage experience credit on his/her wage scale for the lower zone.

C. Paragraphs "A" and "B" above do not apply to transfers from other BellSouth Companies. (See 2.02B4 for details on how to determine wage rates and wage experience credit for employees transferring from other BellSouth Companies.)

### **2.08 Transfers Without Change in Wage Scale to Locations Having Higher Wage Zones.**

When an employee is transferred in the same wage scale to a location having a higher wage zone at the time of transfer his/her rate of pay will be adjusted to the rate applicable to his/her wage length of service on his/her wage scale for the higher zone. Thereafter, he/she will follow the scale at the new location.

**ARTICLE 3****SCHEDULING AND ALTERNATIVE WORK ARRANGEMENTS****3.01 Work Schedules.**

- A. Work schedules for all employees will be posted officially by 11:00 A.M. on each Thursday to show for each such employee his/her scheduled or assigned tours for the next two calendar weeks.
- B. Work schedules will stipulate the starting and ending time of such tours, together with the starting and ending time of each session. Intervals between sessions will not be shifted, at the instance of the Company, except as necessary to meet needs of the business.
  - 1. Lunch or meal periods between sessions which are shifted by the Company will not be considered as a shift of tours under 3.02G.
  - 2. "B" above does not require the posting of starting and ending time of sessions for those tours that have no meal period.
- C. Where employees work common hours as a group, a statement which meets the requirements of 3.01B may be posted for the group as such.
- D. At locations where no management person is assigned to supervise the employee involved, a letter to such employee which meets the requirements of 3.01B may be addressed to him/her advising that until further notice he/she is to work that schedule. At such locations, this will be considered as complying with 3.01A.

**3.02--Scheduling Tours:**

- A. Insofar as needs of the business permit, the Company will assign tours in accordance with the preference of employees in the order of their seniority. Tours will be scheduled and assigned in accordance with 3.03.

It is not the intent of this article or any other provision in this Agreement to require the Company to revise a posted work schedule so as to assign an employee entering the work group

### Article 3

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the tours to which his/her seniority would otherwise entitle him/her.

- B. Tours may fall on any day of the week necessary to meet needs of the business, except that the tours and part tours which make up the normal work week may not be spread over more than six days of the calendar week.
  - 1. Scheduled time is comprised of tours and/or part tours and the scheduled time for any work day will not exceed the length of a normal tour.
  - 2. In the event it becomes necessary to schedule an employee to work more than five tours in a calendar week, the sixth and seventh day will be considered as premium days on the weekly work schedule.
- C. No employee will be scheduled to work more than thirteen consecutive days without his/her consent, except where acute service conditions develop caused by unanticipated service needs, fire, flood, storm or other natural disaster.
- D. Insofar as needs of the business will permit, a minimum time interval of twelve hours will elapse between the scheduled ending time of one tour and the scheduled starting time of the next, except when a tour is assigned to an employee with less than the minimum interval between tours because of that employee exercising his/her seniority for the choice of tours.
- E. Part tours may be scheduled for full-time employees; however, the Company recognizes the undesirability of scheduling such part tours for full-time employees.
- F. Employees will be either scheduled and excused or scheduled to work on authorized holidays.
  - 1. Insofar as needs of the business permit, employees will be excused on authorized holidays.
- G. Changes from officially posted weekly work schedules may be made, provided such changes do not result in a full-time employee being scheduled for less than a normal week and further provided such changes do not result in the payment by the Company of additional overtime, premium or penalty

hours during the week involved, to provide for changes in hours, work days, or off days in accordance with the following:

1. At the instance of the Company.
2. At the written request of employees.
  - a. Such requested changes will be made when no replacement of the employee's schedule is required and when the services of the employee making the request may be profitably used during the hours to which he/she wishes to change.
  - b. When a replacement of the employee's schedule is required the change will be made provided an agreeable shift can be made in the schedule of another employee and provided such other employee agrees to work the shifted tour at the regular rate.
  - c. If the Company contacts an employee in connection with a shift of his/her tour and the employee agrees to the shift, the shift will not be considered to be made at the request of the employee.
  - d. Employees who are normally scheduled for tours ending after 7:00 P.M. will be scheduled for day tours (comparable to day tours worked by other employees in the work group) with starting times as near as possible to the court convening time, (or their schedule changed to such day tours) on the days they are to serve as jurors or witnesses. This will not be considered a shift of tours under 4.01E.

### **3.03 Assignment of Tours.**

- A. For all forces the following principles and general procedures for the selection of tours will govern with the following exceptions:
  1. In work groups of three or less employees the Company is not required to post the list described in Paragraphs B2a and B2b following.

### Article 3

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2. An employee assigned to a work group to relieve an absent employee will work the tour assigned to the absent employee.
- B. In conformity with Article 13, the following procedures will be followed in the assigning of tours:
  1. Employees will have the privilege of exercising seniority in preference for choice of tours in accordance with their seniority dates posted on the seniority list and the Company will assign tours as chosen insofar as needs of the business will permit.
  2. At least 3 weeks prior to the specified effective date of a new basic week day schedule (Monday through Friday or Monday through Saturday, as appropriate) or in the reassignment of an existing basic schedule, the Company will concurrently post:
    - a. A copy of the schedule (or a notice) indicating the starting and ending time of tours, together with the starting and ending time of each session and the number of each group of tours.

Example:

<b>Schedule Tours</b>	<b>Number of Employees</b>
8:00 A.M. to 12:00 Noon- 12:30 P.M. to 4:00 P.M.	6
8:15 A.M. to 12:15 P.M.- 1:00 P.M. to 4:30 P.M.	4
3:00 P.M. to 7:00 P.M.- 8:00 P.M. to 11:00 P.M.	3

This posting will also show the effective date of the new schedule and the date (not earlier than three working days following the date of posting) on which the Company will begin contacting employees as provided under "3" below.

(1) Employees will be advised of their new schedule 6 working days prior to the effective date of the new schedule.

- b. A list for each work group indicating the seniority date of each employee as of the effective date of the new schedule. For employees who will have their service bridged in accordance with 1.30 prior to or on the effective date of the new schedule, the seniority date to be indicated will be the new seniority date arrived at by such bridging of seniority. No change will be made in the seniority date shown on the list for an employee after his/her new seniority date has been passed in the assignment of tours. For the purpose of this section, employees temporarily assigned to a different work group in the same location will be considered as members of their regular group.

Employees with "Acting" titles in work groups other than those in which they regularly work will be included on the seniority list for the work group in which the "Acting" title is held, unless it is expected that the employees will return to their regular work group on or before the effective date of the new schedule.

- c. Where it is known prior to contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule, such employees will be listed on the seniority list referred to in "b" above and contacted for choice of tours under the provisions of "3" below.
3. The Company will make a reasonable effort to contact employees on the seniority list in the order listed for the purpose of obtaining preferences for choice of tours, except for the following: employees on vacation; employees absent from the location of their residence; and employees on leave of absence. Since such contacts, and the assignment to basic tours will be made in the order of seniority in accordance with the list referred to in 2b



### Article 3

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above, the time consumed in attempting to contact each employee will be necessarily limited. Accordingly, it is contemplated that employees will express in advance assignments they prefer if they will not be readily available for such contact. Changes will not be made in any assignment after an assignment is made to the next person on the list.

- a. Employees on vacation, employees on leave of absence who are expected to return on or before the effective date of schedule, employees absent from the location of their residence, and employees whom the Company was unsuccessful in its efforts to contact, unless they have expressed in advance a preference for a different available tour, will be given assignments identical with their present assignments, if available. Employees who have not expressed a preference for an available tour, and for whom an identical assignment is not available, will be assigned a tour of the same general type with the nearest ending time to the ending time of their present assignment, or if a tour of the same general type is not available then a tour of a different type with the nearest ending time to the ending time of their present assignment.
  - b. Employees on leave of absence who are expected to return on or before the effective date of the schedule who did not work during the present schedule and have not expressed a preference for choice of an available assignment on the new schedule, will be assigned any available tour.
4. Employees on leave of absence who were not expected to return before the effective date of the schedule, but who do return before such date but after one or more employees with less seniority have been assigned will be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and will have the next preference for choice of the available assignments.

5. Employees reporting into the work group for duty by transfer, engagement, re-engagement, etc. after one or more employees with less seniority have been assigned will be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and will have the next preference for choice of the available assignments.

Where it becomes known during the contacting for choice of tours that employees are to enter the work group under the provisions of Article 7 on or after the effective date of the new schedule, such employees will be placed on the seniority list described in "B2b" above immediately following the last employee who was assigned and will have the next preference for the choice of the available assignments.

6. Employees who enter the work group or who return to work (except those returning from vacation or benefits) after all employees on the seniority list have been assigned, will have no seniority for preference in choice of assignments on this schedule. However, employees (except those re-entering by transfer or re-engagement) who have been given an assignment on the new schedule who return to the work group during the period the schedule is in effect will continue on such assignments for the duration of the schedule.
  - a. Where employees enter the work group under the provisions of Article 7 after all assignments have been made, such employees will exercise full seniority for choice of tours on separate schedules.
  - b. Employees mentioned in "6" above, who are considered as having no seniority for choice of assignments, will have no seniority for this purpose; but, where there are two or more such employees in the work group, they will be afforded an opportunity to exercise seniority among themselves in preference for choice of assignments on the weekly work schedule.

### **Article 3**

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7. Employees having their service bridged after the effective date of the new schedule, thus entitling them to additional seniority, will have the opportunity to express preference for choice of tours at the next time all employees within the group have an opportunity to express this preference. Until that time the old service date will determine seniority for choice of tours.
8. Notwithstanding any other provisions of this Article and 13.03, employees entering or returning to the work group who have not been given work assignments in the current weekly work schedule, may be assigned any available tours until the assignments on the next posted weekly work schedule are effective.

#### **3.04 Relief Periods.**

- A. All employees will be assigned or allowed one fifteen-minute relief period during each session worked. Such relief periods will be assigned or allowed as near the mid-point of the session as feasible or practicable, but in no event will they be assigned to start less than one hour from the beginning or end of each session unless a service emergency develops.
- B. In cases of overtime connecting work, as defined in 1.06, when an employee requests time off for a relief or meal period such request will be granted, without pay, if practicable in view of the nature or expected duration of the overtime work.

#### **3.05 Alternative Work Arrangements**

- A. Four-Day Work Week, Flexible-Time Scheduling, Telecommuting and Job Sharing
  1. The Company and the Union recognize that today's competitive pressures require more alternatives in the work place. Four-Day Work Week, Flexible-Time Scheduling, Telecommuting and Job Sharing are alternative work arrangements that provide opportunities to balance work and family and to satisfy the needs of both the employee and the employer. Accordingly, the parties have agreed to offer the above alternative work

arrangements. Using the guidelines established at the Executive Level, the Local Level (i.e., Local President and Director/Regional Sales Manager) may develop and agree to the alternative work arrangement. This local agreement must be concurred in by the Company and the Union at the Executive Level.

## 2. Eligibility

The alternative work arrangements may be applied to regular or temporary employees. It is recognized that these arrangements may not be applicable for all work groups. Where utilized, the arrangement(s) will normally be offered to all eligible employees in the work group or administrative work unit which for the purpose of these arrangements is defined as one or more supervisory groups of employees in the same title and department who have a common place of reporting and who perform essentially the same type of work. However, there may be situations justifying departure from this rule.

### a. Four-Day Work Week

(1) In certain administrative work units or work groups, a normal work week may be established over a 4 day period. The number of hours which presently constitute a normal five day work week schedule will be scheduled in equal amounts over four consecutive days unless agreed to otherwise at the Local Level and subsequently approved at the Executive Level.

(2) No daily overtime payment will be made for any of the hours worked which constitute the normal work week even though scheduled over four days. No differential payments for evening and night work will be made unless some or all of the hours which would otherwise constitute a normal work day if scheduled over five days fall within the period of time for which such differential is paid in which

## **Article 4**

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event differential payments will be made in accordance with the agreement.

### **b. Flexible-Time Scheduling**

- (1) Flexible-time scheduling will consist of fixed "core" hours with varying beginning and/or ending times as deemed appropriate. Such scheduling will be subject to the scheduling provisions of this Article except the beginning and/or ending times may vary according to individual needs.
- (2) No differential payments for evening and night work will be made unless some or all of the hours, which would otherwise constitute a normal work day without the use of flexible-time scheduling, fall within the period of time for which such differential is paid.

### **c. Telecommuting**

An alternative work arrangement that may not require that a particular job function be done totally at a specific job site.

### **d. Job Sharing**

An alternative work arrangement where two or more employees share the responsibility for a designated position.

## **ARTICLE 4**

### **PAY AND BASIS OF COMPENSATION**

#### **4.01 Pay for Work on a Week Day (Other than an Authorized Holiday).**

- A. Employees working on a week day will be paid at the regular rate for all scheduled time worked except as otherwise provided in this section.
- B. Employees working on a week day will be paid at the overtime rate for all non-scheduled time worked and for

scheduled time worked under the provisions of 3.02B2 except as otherwise provided in "D" below.

- C. Scheduled time worked on a week day which is in excess of 37 ½ hours during the calendar week as referred to in "I" below will be paid at the overtime rate except as otherwise provided in "D" below (Also see 3.02B2).

1. All time on week days, Sundays, holidays, optional holidays, and vacations, except for time coded for suspension, unpaid home condition, or excused time will be included in the 37 ½ hours when computing weekly overtime due.

- D. Notwithstanding any other provisions of this section, employees will be paid at the double time rate for all time worked in excess of forty-nine hours of work time in a calendar week. In computing these hours, only time actually worked will be counted, except that excused time on an observed holiday which is considered as time worked under "C" above will also be counted in computing the hours of work time.

- E. When scheduled hours are shifted by the Company, the new scheduled time worked on week days within 48 hours after notice of the shift but outside the previously posted schedule will be paid for at the overtime rate, except as otherwise provided in "D" above.

- F. Scheduled time worked on week days which falls within twelve hours from the scheduled end of the preceding tour will be paid for at the overtime rate except as otherwise provided in "D" above.

1. An employee's exercise of his/her seniority for the choice of tours or the change of a schedule at the request of any employee does not obligate the Company to pay, under "F" above, for time worked at the overtime or double time rate.

- G. When employees have worked fourteen or more hours in the twenty-four hours immediately preceding the starting time of a scheduled tour on a week day, time worked during such

scheduled tour equal to the time worked in excess of thirteen hours during the preceding twenty-four hours will be paid for at the overtime rate except as otherwise provided in "D" above.

- H. When employees have worked on thirteen or more consecutive days (scheduled or non-scheduled) they will be paid beginning with the fourteenth day at the overtime rate or the double time rate, as appropriate, for all scheduled time worked on week days until the employees have been granted a day off.
- I. Where a scheduled week day is shifted by the Company from a work day to an off-day without twelve hours notice employees will be paid on the new off-day for two hours at the overtime rate.
- J. Employees working on a week day falling on December 31 will be paid at the overtime rate for all time worked after 7:00 P.M. except as otherwise provided in "D" above.
- K. Notwithstanding any provisions of this Agreement except 4.01F, 4.01H, and 4.01J, the overtime rate of pay will not be paid to part-time employees until they have worked in excess of 7 ½ hours per day or 37 ½ hours per week. (See 2.01B)

**4.02 Pay for Work on Sunday.**

- A. Employees working on Sunday will be paid at the Sunday rate (one and one-half times the basic hourly rate) for all time worked not in excess of 7 ½ hours and will also be paid any applicable evening or night differentials.
- B. Employees working on Sunday will be paid at the overtime rate for all time worked in excess of 7 ½ hours.
- C. Where a scheduled Sunday is shifted by the Company from a work day to an off-day without twelve hours notice, employees will be paid for two hours at the Sunday rate.
- D. Where the weekly work schedule is 37 ½ hours and it includes a Sunday part tour of less than 3 ¾ hours, employees will be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained

by subtracting the scheduled time (and connecting time, if any) worked from 3 ¾ hours.

- E. Where the weekly work schedule is in excess of 37 ½ hours and it includes a Sunday part tour of less than 3 ¾ hours employees working such part tours will be paid at the appropriate overtime rate.

#### **4.03 Pay for Authorized Holiday.**

- A. Employees other than those specified in "B" below will be paid a day's regular pay for an authorized holiday irrespective of any payments under 4.04 for time worked on the holiday, except as provided in "1", "2", "3" and "4" below.

1. Where the holiday is the sixth or seventh scheduled day as computed under 4.01C, the employee will be paid a day's pay at the overtime rate except as provided under 4.05B.

2. Where no work is performed on the holiday and the scheduled and excused time on such holiday is in excess of forty-nine hours as computed under 4.01D, the employee will be paid a day's pay at the double time rate. (See 4.05B.)

3. Employees having unexcused absences on a holiday on which they are scheduled to work, or on the last scheduled day preceding the holiday or the first scheduled day following the holiday will receive no pay for the holiday.

4. Employees excused, for any reason, without pay for thirty days or less and who perform no work during the calendar week in which the holiday occurs will not be eligible for pay for the holiday except for absences during the first seven days resulting from sickness, absence for Union time, or when the employee is absent as a result of acceptance of Company initiated excused time.

5. Employees on leave will not be eligible to pay for the holiday if the leave begins before or terminates after the holiday occurs in a particular week.

- B. Part-time employees engaged or re-engaged on or after 1/1/81 will be paid a holiday allowance at the straight time rate for all



#### **Article 4**

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authorized holidays whether they are scheduled to work, scheduled and excused or not scheduled to work. The holiday allowance paid will be prorated based on the relationship of the individual part-time employee's "part-time equivalent work week" to the normal work week of a comparable full-time employee in the same job title, classification and work group.

#### **4.04 Pay for Work on Holiday.**

- A. Employees other than those specified in "F" below working on a holiday not in excess of 7 ½ hours will be paid at the overtime rate except as otherwise provided in this section.
  - 1. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of 7 ½ hours when such work time is in excess of forty-nine hours of work in the calendar week as computed under 4.01D.
  - 2. Employees will be paid at the double time rate for time worked on an observed holiday, not in excess of 7 ½ hours, when such work time occurs on an observed holiday falling on Friday or Saturday and is in excess of 37 ½ hours as determined in computing weekly overtime in 4.01C.
- B. Employees working on a holiday will be paid at two and one-half times the basic rate for all time worked in excess of 7 ½ hours.
- C. Where the weekly work schedule is 37 ½ hours and it includes a holiday part tour of less than 3 ¾ hours employees will be paid (in addition to pay under "A" above for the time worked) at the regular rate for the difference in time, if any, obtained by subtracting the scheduled time (and connecting time, if any) worked from 3 ¾ hours.
- D. Where a scheduled holiday is shifted by the Company from a work day to an off-day without twelve hours notice, employees will be paid on the holiday for two hours at the overtime rate unless paid under 4.03A1 or 4.03A2.
- E. Pay under this section is in addition to pay under 4.03.

**F. Part-time employees engaged or re-engaged on or after January 1, 1981.**

1. If an employee works less than his/her scheduled hours, he/she will be paid the holiday allowance plus pay for only those hours worked at the applicable rate as outlined above.
2. If an employee is not scheduled to work on the holiday and is assigned to work, in addition to the holiday allowance, he/she will be paid straight time for all hours worked within the equivalent full-time tour for a comparable full-time employee. Payment to a part-time employee for hours worked in excess of an equivalent normal daily tour or work week for a comparable full-time employee will be at the overtime rate or double time rate, as appropriate.

**4.05 Non-Compounding of Overtime.**

- A. Notwithstanding any other provisions of this Agreement, employees will not be paid for work on Sundays, week days, or holidays at any rate in excess of the overtime rate except to meet holiday pay requirements under 4.04B, double time requirements under 4.01D, 4.03A2 or 4.04A, or where necessary to meet minimum pay requirements as stated in 4.01B, 4.01J, and 4.02C.
- B. When an employee is paid at the double time rate for time worked within 7 ½ hours on a holiday, the holiday pay, equal to the time worked that is paid at the double time rate, will be paid at the regular rate irrespective of the provisions of 4.03A1.

**4.06 Assignment of Overtime.**

- A. Overtime for employees will be offered on the following basis: \_\_\_\_\_

1. *The Company will provide employees with as much notice as possible when overtime is required.* Insofar as practicable, the Company will give at least four (4) hours notice prior to assigning connecting overtime.

#### **Article 4**

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2. *The Company will not be required to reassign a work assignment in progress at the end of the employee's tour because of his/her position on the seniority list.*
3. Overtime will be offered to qualified employees in the work unit, on a voluntary basis in order of seniority.
4. If all available qualified employees decline the offered overtime, it will be assigned to the employee lowest in seniority including those who do not desire overtime unless there is a valid personal reason for not accepting the assignment. Employees who have already worked twelve (12) hours of overtime in the current week may refuse additional overtime if there are other qualified employees available for overtime. *(see Involuntary Overtime Trial language, Appendix C)*
5. When all available qualified employees, including those who do not desire overtime, in a given unit are needed to perform overtime work, such employees will be so advised when they are initially contacted. In this event, they will be expected to accept the overtime assignment unless they have a valid personal reason for declining. *(See Involuntary Overtime Trial language, Appendix C)*
  - a. Employees having valid personal reasons for not working overtime on a particular day should notify their supervisor as far in advance as practicable.
6. *When assigning overtime, the Company will consider, to the extent possible, the overtime preferences of their employees. Each employee will be given the opportunity to indicate, in writing to his/her supervisor, their preference of overtime assignment. The form, designated by the Company, may indicate the following types of overtime assignments:*
  - a. *No voluntary overtime*
  - b. *Connecting overtime*
  - c. *Connecting overtime preference (before or after tour, if applicable)*

d. 6<sup>th</sup> day

e. 6<sup>th</sup> day (more than 3 consecutive weeks)

*Preferences will remain in effect until changed by the employee. Employees will have the right to change their overtime preference forms once per quarter.*

7. *Employees who are on vacation for one or more full weeks will be considered as unavailable on the Saturday before the first full week and ending with the Sunday following the last week. Employees who are on vacation for less than a week will be considered as unavailable on the day(s) they are on vacation. The selected vacation week(s) must have been scheduled prior to the posting of mandatory overtime.*
8. *Employees who have selected a full vacation day or more in accordance with Article 5.06D will be considered as unavailable for the Saturday and Sunday overtime provided one of their scheduled vacation days is Friday or Monday. The selected vacation day(s) must have been scheduled prior to the posting of mandatory overtime.*
9. *An employee may schedule or re-schedule a vacation day or week after the posting of an overtime assignment but will be considered as available.*
10. In connection with the Union's review of an alleged grievance or violation of the provisions of this Article, the Company will provide a record of all overtime hours worked by employees in the work unit.
11. Employees in the title of DTSR will be offered overtime based on those working the same sales campaign.

#### B. Compensatory Time/Overtime Option

1. ~~Employees covered under this Article will be given the~~ option of selecting either compensatory time off or overtime payments when the employee works overtime if practical and consistent with the needs of the business.
2. The option to take compensatory time off will be voluntary on the part of the employee and will be granted subject to

#### Article 4

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needs of the business. When multiple requests for the same compensatory time are received, the requests will be granted in seniority order.

3. Compensatory time off must be taken in the same payroll period in which the overtime occurred.
  4. Compensatory time off may only be taken for overtime worked at the 1 1/2 times rate. Such compensatory time off will be granted at the rate of 1 1/2 hours for each hour of overtime worked.
- C. Premium-pay opportunities will be offered in the same manner as described in "A." above.

#### 4.07 Differential Payments.

- A. Employees will be paid, in addition to their basic rates, differentials for working tours which fall wholly or partly within the period 7:00 P.M. to 7:00 A.M., except, the total number of differentials to be paid for any work between 7:00 P.M. and the following 7:00 A.M. will not exceed two.
- B. Except as provided in 4.08, all employees will be paid differentials for those tours which fall wholly or partially within the period 7:00 P.M. to 7:00 A.M. in the amount of ten percent (10%) of their basic wage rate.
- C. Where connecting overtime work (1.06) extends into a period for which evening or night differentials are payable, compensation for that day will include a differential payment in the amount of ten percent (10%) of the basic daily wage rate except that no such differential will be payable for time worked between the hours of 7:00 PM and 8:00 PM.
- D. Where overtime of four or more hours duration is worked which does not connect with a scheduled tour, and any part of the overtime is between the hours of 7:00 P.M. and 7:00 A.M., compensation for that day will include the proper proportion of the applicable differential payment.
- E. Only one evening or night differential will be paid for work performed between 7:00 P.M. and the following 7:00 A.M. except in cases where an employee has earned such a

differential under "C" or "D" above and starts his/her next scheduled work prior to 7:00 A.M.

- F. Any employee directed by the Company to assist in the training of a group of employees will be paid, in addition to his/her basic rate, a differential of fifteen percent (15%) per session in which more than one hour of such work is performed.

G. Supervisory-Relief Differentials.

1. Rate of Differential. When an employee is designated by the Company to relieve a management employee or to perform supervisory work, he/she will be paid a supervisory relief differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she performs such work for two or more hours during the calendar week.
2. "Acting" Titles. When an employee is designated to perform temporarily the supervisory duties of a first line or higher supervisor and that designation is expected to run for a period of longer than five weeks, he/she will be reclassified temporarily to the title of "Acting" for the supervisor being relieved. If an employee has been relieving a supervisor on a differential payment basis for a period of five weeks, he/she will be reclassified to the title of "Acting" if the relieving assignment is expected to continue for five or more additional weeks. Upon the end of an "Acting" designation, the employee will receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

H. Working on Higher-Rated Job.

1. An employee working temporarily on a higher-rated job classification within the bargaining unit will receive a differential of ten percent (10%) above his/her basic hourly rate of pay for such time worked provided he/she performs such work for two or more hours during the calendar week. Differentials are limited to those instances in which an employee is substituting in a job carrying a

## Article 4

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higher top basic weekly rate than the job on which the substituting employee normally works, except that an employee in formal training for work on a higher-rated job classification within the bargaining unit but who has not been promoted to the higher-rated job classification will receive differential payment during the period of such training. (See 13.06A1)

2. In no event will the basic pay of the employee substituting in a higher-rated job plus differentials under "1" above be more for a calendar week than his/her wage experience credit entitles him/her to receive when applied to the higher wage scale for the job on which he/she is temporarily working.
3. When an employee is designated temporarily to work full time on a higher-rated job classification within the bargaining unit and that designation is expected to run for a period of longer than four weeks, he/she will be reclassified temporarily to the title of "Acting" in the higher-rated job classification and paid in accordance with 2.06. If an employee has been working on a differential payment basis for a period of four weeks, he/she will be reclassified to the title of "Acting" if the relieving assignment is expected to continue for three or more additional weeks. Upon the end of such designation, the employee will receive the rate of pay to which his/her wage length of service entitles him/her on the job that he/she thereafter performs.

### I. Quality Facilitator Work.

Employees certified as quality facilitators will be paid a differential of fifteen percent (15%) above his/her basic hourly rate for time worked in the role of a facilitator. This includes time spent preparing for and facilitating workshops, training team members, or facilitating other quality improvement programs.

**J. Multi-lingual Differential**

*Employees who meet reasonable certification requirements for multi-lingual positions, and who have been assigned/selected to work in a position for which these certification requirements apply, will be paid \$2.50 for each full session worked.*

**4.08 Pay For Exempt Employees.**

Employees exempt from the Wage and Hour Section of the Fair Labor Standards Act, as amended, will receive basic weekly pay and differential payments under the provisions of 4.07G, and H. None of the provisions of 4.01, 4.02, 4.04, 4.05, 4.06 and 4.07A, B, C, D, E, and F will apply to such exempt employees.

**4.09 Payroll Periods and Paycheck Deliveries.**

- A. Employees in all departments will be carried on bi-weekly payrolls. Paychecks for those employees not using direct deposit *will be mailed to the employee's mailing address 2-3 business days prior to payday.*
- B. *Check stubs for those employees using direct deposit will be mailed to the employee's mailing address 2-3 business days prior to payday. In the event that electronic or other options become available, check stubs may be made available to employees in the most efficient manner available.*
- C. *Payday will be on Friday following the close of each payroll period. Funds will be deposited in the employee's account or available for deposit effective Thursday following the close of a payroll period (Friday when the previous Monday is a Company holiday).*



**ARTICLE 5  
HOLIDAYS AND VACATIONS**

**5.01 Authorized Holidays.**

A. Ten holidays will be authorized (eight specified holidays and two optional holidays) as follows:

1. Specified Holidays:

NEW YEAR'S DAY	FRIDAY AFTER
MEMORAL DAY	THANKSGIVING DAY
(Last Monday in May)	CHRISTMAS EVE DAY
INDEPENDENCE DAY	(or day designated for
LABOR DAY	Christmas Eve Day)
THANKSGIVING DAY	CHRISTMAS DAY

2. Optional Holidays:

a. An employee will be entitled to two Optional Holidays to be selected from any day other than those specified in "1" above, such as, but not limited to, Good Friday, Washington's Birthday, Veteran's Day, Martin Luther King's Birthday, employee's birthday, religious holidays or days of remembrance, etc. Employees hired January 1 to June 30, will also be entitled to the Optional Holidays. These days will be selected from the available days on the vacation schedule. Those hired after June 30 will not be eligible for the Optional Holidays in the current calendar year.

b. Scheduling

(1) Optional holidays will be scheduled at the same time as days in lieu of holiday (see 5.06B4) which occur during a scheduled vacation week and will be chosen in seniority order from the available time remaining. Optional holidays not taken by December 31<sup>st</sup> of the calendar will be lost.

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- (2) No restrictions will be placed on the number of employees who may select any specific day.
  - (3) If an employee selects a day, which is unavailable, the Company will honor these requests in seniority order subject to the needs of the business. Employees who choose an unavailable day and who are subsequently scheduled to work will be paid in accordance with 4.04.
  - (4) If an employee is ill on the first day of the week and is still ill to the *extent* that he/she would be unable to work on his/her optional holiday scheduled in that week, it will be rescheduled upon request provided the illness is proven to the satisfaction of the Company. Such proof may include adequate medical evidence.

**5.02 Holidays Falling on Sunday.**

When an authorized holiday falls on Sunday, the following Monday will be recognized and observed as the holiday.

**5.03 Holidays Falling on Saturday.**

As to employees not normally subject to Saturday scheduling, if the holiday falls on Saturday the preceding Friday will be observed

**5.04 Holidays within Vacation Period.**

When an authorized holiday falls within an employee's vacation period an additional day of vacation will be provided, and selected in accordance with 5.06B.

**5.05 Vacations.**

- A. Eligibility. Regular and temporary employees will be granted a vacation with pay during each calendar year as follows:

SENIORITY	PAID VACATIONS
6 Months or more (completed)	1 Week
1 Year or more (completed)	2 Weeks
7 Years or more	3 Weeks
15 Years or more	4 Weeks
25 Years or more	5 Weeks

**Exceptions:**

1. In instances in which an employee becomes eligible for his/her first or second week on or after December 1, such vacation week may at the Company's option, be scheduled and taken in the following calendar year provided it is completed prior to April 1.
2. If 6 months seniority and 1 year seniority are both completed in the same calendar year only 2 weeks of vacation will be granted in that calendar year.

The first week will be taken after completion of 6 months seniority and the second week will be taken after completion of 1 year's seniority .

3. Beginning with the 2nd year of seniority the corresponding weeks of vacation may be taken any time during the calendar year in which the employee becomes eligible.

**5.06 Scheduling Vacations and Days in lieu of Holidays which Occur During a Scheduled Vacation Week.**

A. Not later than November 15<sup>th</sup> the Company will post a statement that will indicate the time available for selection of vacation and days in lieu of holidays that occur during a scheduled vacation week. As many vacation periods as possible should be made available during each week and time off will be granted consistent with the needs of the business.

1. Each calendar week will have available vacation periods.

B. From December 1<sup>st</sup> through January 15<sup>th</sup> employees may choose vacation periods, days in lieu of holidays, and optional

holidays (see 5.01A2b) in seniority order as of January 1<sup>st</sup> of the vacation year.

1. Employees not available between December 1<sup>st</sup> and January 15<sup>th</sup> may express their choices in advance and, if available, will be assigned as chosen.
2. Employees who have not made a selection by January 15<sup>th</sup> may select from the available remaining time.
3. An employee may elect to schedule all, or part of, their vacation during the selection process.
  - a. An employee will schedule at least one week of vacation during the selection period. The employee may elect only one segment, in full week increments, until all other employees have expressed their preference.
    - (1) Initial segment selection cannot exceed four (4) weeks and is defined as a continuous period of vacation with no work time between the beginning and end.
    - (2) After all initial segment selections, the fifth week may be scheduled in conjunction with any previously scheduled segments, if available.
  - b. *In the event the employee's choice for a segment has already been selected and is thus unavailable, the employee may elect to post this segment choice as a "preference" then proceed with scheduling their next choice of a segment selection.*
    - (1) *These preferences will be captured on a separate list – Vacation Preference List.*
    - (2) *Employees may elect a maximum of two (2) preferences.*
    - (3) *Only one preference may be posted per segment selection round.*

## Article 5

*(4) Preferences will be posted and taken as a segment of vacation, a minimum of one full week.*

*Should a segment of vacation become available in the vacation year, the employees listed on the Vacation Preference List will be given priority over any other requests for vacation rescheduling, in the order that their names appear on the list.*

- c. If the last day of the year falls on any day other than Sunday, the week in which it falls will be considered part of the calendar year under selection.
  - d. The day in lieu of New Years Day will be considered time off in the year under selection.
- 4. Immediately after all vacations have been selected, a canvass will be made for the selection of days in lieu of holidays, optional holidays (see 5.01A2b) and individual days including carry-over days (see 5.11A1).
- 5. After an employee makes a selection no changes will be allowed during the selection period.
- 6. By January 25<sup>th</sup> the Company will post a list of vacation selections and these will be made available throughout the year.
- C. Vacations may be rescheduled during the unexpired portion of the vacation year, consistent with the needs of the business, as follows:
  - 1. An employee may reschedule part, or all, of any segment of scheduled vacation.
  - 2. Vacations may be rescheduled when an agreeable change can be made with another employee.
  - 3. If an employee is ill, or experiences a death in their immediate family, on the first day of any full week of vacation, that week or segment of vacation only will be rescheduled upon request in accordance with 5.06C1. The Company may ask for proof of such illness or death and such proof may include medical evidence.

4. *Should a segment of vacation become available in the vacation year, the employees listed on the Vacation Preference List (see 5.06B3b) will be given priority over any other requests for vacation rescheduling, in the order that their names appear on the list.*
  5. Requests for rescheduled vacation will be granted based on the earliest request, *except as provided in 5.06B3b*, to the employee's immediate supervisor. When multiple requests for the same day are received in a 24-hour time period the requests will be granted in seniority order.
- D. All vacation time not scheduled according to 5.06B may be taken at any time during the available periods in the calendar year as follows:
1. An employee may request vacation in increments of half day, one day or more, or full weeks, *except as provided in 5.06B3b*.
    - a. Half day and one day or more requests should be granted upon reasonable notice (e.g., prior to the end of the previous tour), based on the earliest request to the employee's immediate supervisor. When multiple requests for the same day are received in a 24-hour time period, the requests will be granted in seniority order.
    - b. Full weeks should be granted with one weeks' notice in the same manner as 5.06D1a above.
- E. Once vacations have been scheduled they will not be changed at the initiative of the Company except as follows:
1. As provided for in 5.08A and 5.10,
  2. If such changes will obviate the layoff or separation of other employees,
  3. In cases of emergencies, natural disasters or due to the needs of the business.
- F. It is not the intent of this Article to require a shift in a vacation schedule to accommodate an employee who is entering a work group. If needs of the business do not permit the employee to take vacation as originally scheduled such employees will

## **Article 5**

select vacations from current available remaining periods. Employees entering a work group at the instance of the Company will be permitted to take their originally scheduled vacation, except as provided in 5.06E.

- G. A vacation will not be changed to permit an employee to receive sickness pay, except as provided in 5.06C3, nor will a vacation be changed to permit an employee to receive vacation pay during a period of sickness except as provided in 5.09.

### **5.07 Vacation Pay.**

Vacation pay is basic pay plus evening and night differentials and relieving differentials. Differentials, if any, to be included in vacation pay will be those received during the third week preceding the week any vacation period or segment begins but will not exceed five evening and night and five relieving differentials.

### **5.08 Vacation Treatment for Employees Leaving the Service.**

- A. An employee who leaves the service before his/her vacation is completed will be granted pay in lieu of such vacation as he/she was otherwise entitled to receive during the remainder of the current calendar year.
1. Except as provided in "a" and "b" below, an employee who is granted a leave of absence (other than a sickness leave of absence) before his/her vacation is completed will be paid in lieu of such vacation.
- a. An employee who is granted a Union leave of absence under 26.02 will be paid in lieu of vacation only for such scheduled vacation which falls within the initial leave period (this does not apply to a period covered by an extension of leave). If such employee does not return to work during the current calendar year, he/she will lose his/her vacation or any remaining vacation and pay, if any, for the year involved.
- b. Employees granted an Anticipated Disability Leave (ADL) will be given the option of:

- 
- (1) Taking unused vacation prior to the effective date of the ADL.
  - (2) Receiving pay in lieu of remaining vacation at the time of the commencement of the ADL.
  - (3) Rescheduling unused vacation upon return to work from the ADL, providing the originally scheduled vacation fell within the ADL and the return is within the calendar year in which the vacation was originally scheduled.
  - (4) Taking the vacation as originally scheduled upon return to work from the ADL.
2. An employee who leaves the service without completing six months of service, or any employee who is dismissed for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job, is not entitled to any vacation pay. An employee who leaves the service without completing twelve months of service is not entitled to vacation pay for the second week of vacation.
  3. If an employee dies before his/her vacation is completed, payment under "A" above will be made to the deceased employee's spouse, or if there is no spouse, to the employee's estate.
- B. An employee transferring to another BellSouth Company before his/her vacation is scheduled to begin will receive such vacation before transferring to the other Company if such transfer is arranged upon that basis. If the transfer is made before the vacation is given, the Company receiving the employee on transfer will be so advised.
- 5.09 Vacation Treatment for Employees Returning to the Service, Returning from Sickness, Transferring from Other Companies.**
- A. An employee who resumes employment following a leave of absence (other than a sickness leave of absence or an Anticipated Disability Leave) and who has not previously



received his/her vacation for the year in which he/she resumes employment will be eligible to a vacation when he/she has worked for as much as thirteen weeks following his/her last paid vacation or pay received in lieu of vacation.

- B. An employee returning to work following a sickness absence, or a sickness leave of absence, an Anticipated Disability Leave of Absence, or an employee resuming employment following a pension status, will be eligible to any of his/her vacation not previously taken during the current calendar year.
- C. An employee transferring to this Company from another BellSouth Company who has completed six months or more of seniority will receive vacation, in accordance with 5.05, for the current year from this Company covering that portion of vacation which the employee did not receive from the other Company.
- D. Paragraphs A and B above notwithstanding, any employee returning to service in a temporary position will be eligible to receive vacation treatment to which entitled after having completed three months in the temporary assignment.

**5.10 Vacation Treatment for Sick Employees.**

- A. An employee with six months or more of seniority who is granted a sickness leave of absence before his/her vacation is completed will be granted pay in lieu of such vacation as he/she was otherwise entitled to receive during the remainder of the current calendar year, except that an employee who has not completed twelve months of seniority is not entitled to the second week of such vacation until after the completion of twelve months of seniority.
- B. An employee who returns to duty from sickness disability who has not received all vacation scheduled during the period of disability, will reschedule such vacation under the provision of 5.06C, during the remainder of the calendar year in which the vacation was originally scheduled.

**5.11 Vacation Limitation.**

- A. Vacations are not cumulative and are intended to be taken in the calendar year they are due except as provided in 5.05A1 and as follows:
  - 1. An employee may elect to carry-over up to five (5) vacation days into the next year. These days must be taken prior to April 1<sup>st</sup>. All such carry-over days will be scheduled according to 5.06B4 or requested according to the provisions of 5.06D.

**ARTICLE 6  
ABSENCES FROM DUTY**

**6.01 Leaves of Absence.**

- A. Leaves of absence without pay will be granted for good cause and for reasonable lengths of time provided needs of the business permit and further provided that there is nothing in the record of the employee requesting the leave which would prevent his/her re-employment.
  - 1. Notwithstanding "A" above, an employee of more than one month of service who is sick and unable to resume work after seven calendar days of such sickness, or after the expiration of sickness benefit payments when such payments are made will be granted a leave of absence for a reasonable length of time unless eligible for coverage under the Long Term Disability Plan.
  - 2. Leaves of absence and reinstatements from anticipated disabilities will be handled in accordance with the Anticipated Disability Leave of Absence Program.
  - 3. Employees granted leaves after sickness benefits have been exhausted will have none of the period of such leaves included in computing their seniority.
  - 4. Where leaves are granted to employees with less than three months seniority, none of the period of leave will be included in computing seniority.

## Article 6

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5. Where leaves are granted to employees within twelve months after returning from prior leaves, none of the period of such subsequent leave will be included in computing seniority.
  6. In leaves granted under 26.01 and 26.02, subject to the restriction contained therein, and those granted to employees for training in the Armed Forces, the entire period of absence will be included in computing seniority. In all other leaves, except those specified in "3", "4" and "5" above, the first month only will be included in computing seniority.
  7. Leaves of absence for temporary employees will not be granted or extended beyond the period for which the temporary employee was hired or in the case of employees hired under Article 7, beyond the date of the technological change.
- B. A complaint that a leave of absence or reinstatement thereafter was not granted in accordance with this section will be subject to the grievance provisions contained in Article 21 but will not be subject to arbitration.
- C. The reinstatement rights of an employee returning at the expiration of an authorized leave which provides a guaranteed return right, are as follows when such employee has experienced no medical impairment (see 8.04) and has not been guilty of misconduct during the leave which would have been proper cause for discharge.
1. The employee will be reinstated in the same location on the same or an equal job at which he/she was working prior to the leave if work is available in such location and on such job; or
  2. In the event work is not available as described under "1" above, the employee will, upon his/her request, be granted an extension of leave and during such extension will retain his/her reinstatement rights under this section or until he/she is offered reinstatement under "1" above, provided

that the total time from the beginning of the leave period to the end of the last extension will not exceed two years; or

3. In the event work is not available in "1" above, or in the event the employee does not elect to request an extension of leave under "2" above, the employee will be reinstated in the same location on a lower-rated job than the one on which he/she was working prior to the leave if work is available in such location on such lower-rated job; or
  4. In the event work is not available as described in "3" above, the employee will be reinstated in any other location where work is available on the same or an equal job at which he/she was working prior to the leave.
  5. If the employee requests reinstatement in any location other than as described in "1", "3" and "4" above he/she may be reinstated in that location on the same job held prior to the leave or on an equal or lower-rated job if he/she makes application in that location and work is available in such location and on such jobs.
- D. The reinstatement rights of an employee who desires to return from a leave before the expiration date of such leave will be as follows: If work is available in the location to which he/she wishes to return on the same, an equal or a lower-rated job and he/she has experienced no impairment which would render him/her unqualified to do the work and he/she has not been guilty of misconduct during the leave which would have been proper cause for discharge, he/she may be reinstated. Consideration will be given to his/her request for such reinstatement before any new employees are hired or temporary employees are reclassified to regular.
- E. When an employee on an authorized leave is offered work for a limited period and such work is accepted, the authorized leave will be suspended. Such work will not affect the expiration date of the leave and does not affect the reinstatement rights of the employee thus working nor any other employee on leave.

1. Such a limited period will not exceed six weeks for any employee unless a longer period is agreed upon for any particular situation by the Company and the Union at the State Level.
  2. The employee will again be on his/her authorized leave at the termination of such assignment.
    - a. An employee who is working for a limited period under a suspended leave will, prior to its expiration and upon his/her request, be granted any extension of leave to which he/she is entitled upon the completion of the period previously authorized.
    - b. If work during a suspension extends beyond the expiration of the total leave limits and permanent employment is not available, the employee will be entitled to such termination pay as he/she would otherwise receive at the expiration of the leave limits.
  3. Prior agreement between the Company and the Union at the Executive Level is required to suspend a leave for a employee who went on leave from a title and within a location which is to be affected by a technological displacement.
- F. Employees re-employed after authorized leaves will exercise their seniority in accordance with Article 13.

**6.02 Sickness Payments Prior to Eligibility Under Short Term Disability Plan.**

- A. The following unpaid waiting periods will apply to persons absent from scheduled work because of being sick prior to eligibility for payments under the Short Term Disability Plan:

<b>Completed Seniority</b>	<b>Unpaid Waiting Period</b>
Prior to 2 years	All
2 years but less than 5 years	2 Days
5 years but less than 8 years	1 Day
8 years & over	None

1. Employees will receive pay at the regular rate for scheduled time not worked on the day they become sick or return to work, except that employees with less than eight years of seniority will receive pay at the regular rate only for scheduled time not worked during the session they become sick or return to work.
  2. Only one waiting period, as specified in "A" above will apply to absences on account of the same case of sickness which begin in any fourteen day period. Each such period will consist of fourteen consecutive full calendar days and will begin with the day having the first unpaid session.
- B. Employees exempt from the Wage and Hour Sections of the Fair Labor Standards Act, as amended, will suffer no loss of regular pay for absence on account of sickness from scheduled work prior to or during the first seven consecutive calendar days of such absence.
- C. A part-time employee will not be paid for absence due to sickness not under the Short Term Disability Plan unless such absence due to sickness occurs on a day of the week on which the employee is normally scheduled to work. Regular employees who are on the active payroll of the Company as of December 31, 1980, and who work part-time on or after January 1, 1981 will thereafter continue, during the current term of employment, to receive payments for the benefits and other items listed above on the same basis as was applicable to a part-time employee on December 31, 1980.

#### **6.03 Extended Absence Due to Illness.**

Payments for absence due to illness beyond the first seven consecutive days are made in accordance with the Short Term Disability Plan or the Long Term Disability Plan, whichever is appropriate.

#### **6.04 Absences Excused with Pay.**

- A. In addition to other provisions of this Agreement calling for absences with pay, employees will be excused without loss of regular pay for absences due to, and in conformity with, any of the following:

## Article 6

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1. Jury or witness duty. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for the time necessarily consumed in the performance of jury or witness duty. No deduction will be made for any amount of monies received from civil authorities.
  2. Quarantine. Absence due to unavoidable quarantine by the health authorities or a physician designated by the Company will be subject to the same treatment as absence due to personal illness provided under 6.02.
  3. Deaths. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of death in the immediate family or household of such employee.
  4. Elections. If reasonable notice is given to his/her supervisor, an employee will suffer no loss of regular pay for a reasonable amount of scheduled time lost on account of service at the polls in connection with Federal, State, Municipal, County or Parish elections.
  5. Voting. Voting employees who are scheduled to work and cannot reach the polls to vote due to their work schedule during the time the polls are open will be allowed reasonable time off to vote with no loss of pay.
- B. Immediate family within the meaning of 6.04 will be defined as consisting of wife, husband, daughter, son, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, step-parents, and step-children.
- C. Household of employee means persons who regularly make their home with the employee as a part of the family.
- D. Absences excused with pay, other than those provided for in 6.04A, will be allowed by the granting of 37.5 hours of Personal Paid Time per year.
1. Personal Paid Time (PPT) may be taken in increments of fifteen (15) minutes or more.

- a. With proper notification to and approval by the employee's immediate supervisor Personal Paid Time may be taken for the following: medical and/or doctor's visits for self and family members, home conditions, personal meetings of a legal, financial or educational nature that cannot be scheduled outside of work hours, emergencies, or other personal needs.
  - b. Personal Paid Time will be taken for such absences, except as provided in 6.04A, until all Personal Paid Time is exhausted, after which such absences will be coded the appropriate non-pay code, unless such absences are of an impelling nature in which case they may be paid with supervisor's discretion.
2. The Company will strive to honor all requests for Personal Paid Time within the limits of the needs of the business.
  3. The Company reserves the right to verify the validity of emergency conditions.
  4. Eligibility. Each Temporary or Regular employee who has at least six (6) months of seniority on January 1 of any given year will be eligible for the equivalent of five PPT days during such year.
    - a. Full-time employees will be entitled to PPT hours based on the number of hours in their normal work week as of January 1 of the calendar year, regardless of changes in their normal work week which occur during that year.
    - b. Part-time employees will be eligible for PPT hours on a pro rata basis, based upon the ratio of such part-time employee's equivalent work week to the normal work week of a comparable full-time employee.
- (1) Employees going from part-time to full-time status prior to July 1 of the calendar year will be allowed the additional hours necessary to bring them to the full entitlement, based on the number of hours in their new normal work week.



- c. Employees returning from a leave of absence or layoff who have not previously worked in the calendar year will be entitled to PPT in accordance with the following schedule:

<u>Return Date</u>		<u>PPT Equivalent</u>	
January	thru	February	5 days
March	thru	April	4 days
May	thru	June	3 days
July	thru	August	2 days
September	thru	October	1 day
November	thru	December	0

5. Employees have an option to either carry forward unused PPT, up to 37-1/2 hours, from one calendar year to the next, or to be granted pay for unused PPT based on the employee's rate of pay as of 12-31 of the calendar year.
- Employees must choose such option by December 1st of the current year.
  - Employees will receive pay, in lieu of carryover, for unused PPT in January of the succeeding year.
  - Employees who leave the service of the Company prior to 12-31 of the calendar year, for reasons other than misconduct, with unused PPT will be paid for all unused carry forward PPT and current calendar year unused PPT on a pro rata basis as shown below.

<u>Leaving Service Date</u>		<u>PPT Equivalent</u>	
November	thru	December	5 days
September	thru	October	4 days
July	thru	August	3 days
May	thru	June	2 days
March	thru	April	1 day
January	thru	February	0

**6.05 Absence Payment Limitation.**

No payment beyond five (5) full days regular pay will be made during any calendar week because of absences from duty.

**6.06 Military Service.**

- A. The provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 will govern the obligations of the Company to grant employees leaves of absence for military service.

Employees ordered as members of a Component or Unit to attend a training period, normally not to exceed two weeks, or to active emergency service for a period not to exceed thirty (30) days, will be paid the amount, if any, by which their regular Company pay exceeds Government pay. It is not the intent to provide such payments for more than ten (10) work days in any one twelve (12) month period unless approved by the Vice President – Human Resources */Alliance for Continuous Improvement*.

Employees who enlist for the minimum period of the Armed Forces, or are members of a Component and are involuntarily ordered into active duty will be paid in accordance with the policy established by the Company at this time.

B. Concession Telephone Service.

1. When an employee is granted a military leave, concession telephone service may be continued during the period the employee is on leave provided the service is being furnished within the Company to the employee or a member of his/her family to whose support he/she contributes.

**ARTICLE 7**  
**FORCE ADJUSTMENTS**

**7.01 Reduction in Force.**

- A. The Company will endeavor to operate the business in a manner which will continue to provide employment security for all regular, full-time employees consistent with the needs of the business.
1. When, as a result of a technological change, a force surplus exists, which may result in the displacement of regular, full-time employees, the Company will adhere to the following procedures to reduce or eliminate the detrimental impact of such displacement. In such event, the Company will notify the Union, in writing, at least six (6) months prior to any force adjustment procedures being implemented.
  2. The Company will notify the Union, at the Executive Level, of anticipated force reductions other than technological reductions prior to the reductions.
  3. Following such notification provided in 7.01A1, the Company will meet with the Union at the Executive Level. The Union will be given the opportunity to make recommendations to decrease the detrimental effect of the technological change on employees. The Company may consider the appropriateness of the following:
    - the Union's recommendations;
    - engaging temporary employees in jobs that will become surplus;
    - engaging temporary employees in jobs in the same job title and/or work location who later could be terminated to make positions available for regular employees whose jobs have become surplus;
    - offering time off without pay and enhanced personal leaves of absences;

- 
- terminating temporary employees in non-effected areas;
  - a hiring freeze;
  - job sharing;
- B. Following the above, the Company will determine the job title(s), work group(s) and department(s) in which a surplus exists and the number of jobs considered to be surplus. Thereafter, the Company will notify the Union of such determination.
1. After compiling a surplus list, each employee on the list will be eligible for participation in the orientation concerning the PARTNERSHIP Job Bank as described in Article 24. The Job Bank provides guidance to surplus employees on career counseling, training and retraining, job opportunities, etc.
- C. The force reduction will be implemented as follows:
1. The affected employees will be grouped with the following employees for the purposes of reclassifying such employees to vacancies for which they qualify.
- Employees on technological leave of absence in the location.
  - Employees who have return rights to the title pursuant to 7.01E.
  - Employees who are participants in the Job Bank as described under 24.05D.
  - Employees in the location in the process of being displaced.

These employees (regardless of their present department) will be considered, in seniority order, in filling vacancies (regardless of department in which the vacancies exist). A vacancy will not be considered to exist when an employee desires to follow his/her work to another location due to reorganization or centralization. Surplus employees may elect to follow their work across state lines, when no equal

level vacancy exists for which they can qualify in the surplus employee's location.

The normal sequence for handling this procedure will be in accordance with the following steps and will apply to both technological and economic surplus unless excluded in the step:

- a. Fill available vacancies (same or lower level jobs regardless of department) in the work location in order of seniority. Employees may reject lower level job offers and continue to be processed. Employees refusing equal level vacancies in their location will not be processed for other equal or lower level vacancies.
- b. Fill remaining available equal level vacancies in the work location by reclassifying surplus employees in inverse order of seniority.

**2. Offer SIPP and ESIPP to Reduce Surplus**

In order to be considered for SIPP/ESIPP eligible employees must notify the appropriate Employment Office in advance that they are interested in such an offer.

Offer SIPP as outlined in 8.02A of the Agreement to those employees doing essentially the same type work in the location. If this SIPP offer does not reduce the surplus sufficiently or does not create enough vacancies to handle the surplus, the Company will offer Expanded SIPP (ESIPP) to non-surplus SIPP eligible employees. The offer will be made in seniority order among those employees who have expressed interest in accordance with the following paragraphs in an effort to create vacancies for the surplus employees.

Non-surplus employees who are offered ESIPP under these procedures must accept or reject the offer by not later than the tenth calendar day following the date on which the offer is made.

ESIPP will not be offered in order to create vacancies for employees who are not qualified or for whom extensive training in excess of 14 weeks would be required.

Should a surplus employee decline a vacancy created under these procedures, the ESIPP offer will be withdrawn from the offered individual.

- a. Allow surplus employees to express their interest, in the order of priority they desire, for equal or lower rated jobs, within the location or in a location within 40 miles. Surplus employees may also select one location anywhere in the Company beyond 40 miles where they will accept a move to a vacancy within their title which may be created through ESIPP.

Should the surplus employee decline to express his/her interest as described above, the Company may offer ESIPP in seniority order to create an equal level job for which the surplus employee can qualify within 40 miles of the surplus employees present place of reporting. Should such a vacancy be created, the surplus employee must accept the job or be separated from the Company without termination allowance. All involuntary movement will be in inverse order of seniority.

To accommodate the express interest of surplus employees, the Company will:

- offer ESIPP within the location in any department to create equal level jobs;
- offer ESIPP within the location in any department to create lower level jobs;
- offer ESIPP in a location within 40 miles to create equal level jobs;
- offer ESIPP in a location within 40 miles to create lower level jobs;
- offer ESIPP in a location within the Company beyond 40 miles to employees holding the same

title as the surplus employee should the surplus employee request a move to such location and should there be no vacancy without ESIPP. Only one such offer will be made for each surplus employee.

- b. Employees accepting lower rated jobs under this paragraph will be treated under the provisions of 8.01B or C, as appropriate. Employees who decline lower-rated jobs will continue to be processed.
  - c. The Company may offer, but is not required to offer, SIPP/ESIPP for economic surplus.
  - d. Vacancies created by SIPP or ESIPP will be filled in the order of seniority by surplus employees and will not be treated as vacancies under other provisions of the contract relating to the filling of vacancies.
  - e. Generally ESIPP will not be used to create vacancies in other locations where surplus exists.
  - f. Employees who elect not to accept a job offer 40 miles from their present place of reporting will continue to be processed. Employees electing to move to a job over 40 miles from their present place of reporting will receive moving expense as described in 9.01B and 7.01G.
3. If further Force Adjustments are deemed necessary by the Company, layoff employees with less than 5 years seniority in the affected title, in any department holding the affected title, in all locations within 40 miles of the surplus location, who perform the same type work, to the extent necessary to eliminate the surplus as follows:
- a. Prepare a combined seniority list of the less than 5 year employees holding the surplus title, in any department in the surplus location and in those locations within 40 miles of the surplus location.
  - b. Layoff in inverse order of seniority from the combined list of employees with less than 5 years seniority to the

extent necessary to relieve the surplus and reassign or transfer surplus employees to the created vacancies.

4. If any surplus employee cannot be placed after the above steps have been implemented, the employee will be considered for vacancies for which they are qualified, throughout the Company. The Company and the Union both recognize that relocation is not favored by the employees, the Union, or the Company. Available positions will be offered by seniority, with consideration to avoiding the relocation of employees, in the following order:
  - same job title, same location or another location within 40 miles
  - same wage scale, same location or another location within 40 miles
  - same job title, different location, more than 40 miles
  - same wage scale, different location, more than 40 miles
  - demotion, same location or another location within 40 miles
  - demotion, different location, more than 40 miles
5. If further adjustments are deemed necessary by the Company, the affected employees in seniority order will be offered:
  - a. The opportunity to bump junior employees in the same location, provided he/she is qualified to do that employee's job. Refusal of an offer to bump qualifies the employee for termination allowance under 8.03B.
  - b. Reassignment to vacancies in other entities as follows:
    - (1) Reassignment to equal or lower level vacancies in the same location.
    - (2) Reassignment to same level job vacancy in another location pursuant to the applicable provisions of



the receiving entity's collective bargaining agreement.

The reassignments in "b" will only be done when there are no employees in the following categories who may claim the vacancy:

- Surplus in the entity where the vacancy exists.
- Employees in the entity where the vacancy exists who have return rights to the vacancy.
- Employees in the entity where the vacancy exists who have mandatory rights of return from a leave of absence.

If the employee chooses "a" above the bumping provisions will be implemented as follows:

- c. The remaining surplus employees will constitute the Potential Layoff List (PLL).
- d. A Location Layoff List (LLL), equal the number of employees on the PLL, will be developed as follows:
  - (1) A list of employees, in inverse order of seniority, in the same title, in any department, in the same location (specifying the place of reporting if more than one exists in the location);
  - (2) Then: A list of employees, in inverse order of seniority, in other equal or lower level titles, in any department, in the location (specifying the place of reporting if more than one exists in the location), will be added;
6. Each PLL employee will be given a copy of the PLL and the LLL and will have five calendar days to give the Company his/her choice(s) in rank order for the LLL or termination allowance. Employees' choices are limited to the same, equal or lower rated titles that are available on the LLL, in which there are employees junior in seniority to them.

Employees listed on the LLL will be given a copy of the PLL and LLL and advised that their job is in jeopardy.

Employees listed on the LLL who are bumped and are more senior than a remaining PLL or LLL employee may bump a more junior employee holding an equal or lower level job on the LLL.

7. If further Force Adjustments are deemed necessary by the Company, the remaining affected employees may elect to either:
  - a. be laid off and paid termination pay under 8.03B, or;
  - b. participate in the PARTNERSHIP Job Bank as described in Article 24.
- D. An employee one step out of the bargaining unit, with five or more years of seniority, who is notified by the Company that his/her job is declared surplus locally may be reassigned to a job within the same department in a title which he/she formerly held including "acting" titles, or a job which he/she can satisfactorily perform.
  1. If the above reclassification of employees results in a surplus in the location in another title or titles, the provisions of Article 7 may be concurrently applied to such force surplus.
- E. Employees transferred and/or demoted under 7.01C, moved under 7.01C, or 12.04 will have the right, in order of their seniority, to return within 5 years to service in the location from which they were displaced as jobs become available in the job title they now hold or which they were holding at the time of transfer provided the employee has a valid request on file under 12.01B. The employee may only have one 7.01E request on file. The rejection by the employee of an offer of a job pursuant to the above will discharge the Company of any further obligation hereunder.

Employees demoted within the location under 7.01C above will have the right, in order of their seniority, to be reinstated in a vacancy within 5 years, in the location, in the job he/she

## Article 7

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held at the time of his/her demotion, provided he/she has a valid request on file to be reinstated in such job. The rejection of an offer of a job, in the location, in the title held at the time of the demotion will discharge the Company of any further obligation hereunder.

Vacancies that are filled under the provisions of 7.01E by such reinstatements will not be subject to the provisions of Article 12.

- F. Any regular employee whose job is affected by the force surplus due to technological change as described in 7.01 and is not eligible for a service pension may elect not to accept a reassignment involving a lower rate of pay or to a location more than 40 miles away and will be paid a termination allowance. Any such regular employee who refuses to accept a transfer to a job title having the same or greater rate of pay and which does not require a change in residence will not be paid a termination allowance.
- G. A job will be considered commutable, and therefore not requiring a change in residence, if the job is within a location less than 40 miles away from the employee's current location. Any employee who accepts a position under 7.01C3, which is at a location more than 40 miles from their current location and relocates their residence to make the job commutable will be reimbursed for moving expenses under 9.01B.
- H. Although the filling of vacancies across entity lines under this Article is not subject to the grievance and arbitration procedures, the Company recognizes its obligation to make a good faith effort to consider employees who have been identified as surplus in other entities and to place such employees in vacancies.

### **7.02 Recalled After Layoff.**

- A. Laid off employees will have the right to be recalled as follows:

1. When a vacancy exists for a regular employee in a work location and there are no employees who are to be placed in the vacancy under the procedures described in 7.01C, 12.02D2, 12.04, **24.05D** or employees who have mandatory return rights, any employee(s) who is on layoff from the location in which that vacancy exists and who has requested such job will be offered the equal or lower level vacancy in order of seniority, from the list of laid off employees, provided they are qualified to perform the duties of the vacant job, and provided they were laid off from that work location.
  - a. Vacancies that are filled by the recalling of such laid off employees will not be considered as vacancies to be filled by the transfer and upgrade provisions of the working agreement.
2. Laid off employees may submit up to six requests for equal or lower rated titles, within the location from which they were laid off. Such requests will remain active for a period of four years from the date of layoff.
3. Any refusal of an offer of a requested equal or lower level job will discharge the Company of all obligations hereunder.
4. Notification under 7.02A1 will be sent by certified mail to such employee's last known address. The employee is responsible for keeping the Company advised of any change in address.
5. A former employee who wishes to accept such offer of re-employment will notify the Company of such intention within nine work days and will normally return to the employment of the Company within fourteen days from the date of such notification, which is conclusively to be presumed to have been given as of the date of the mailing of such notification.
  - a. Where the time periods specified in 7.02A6 above will work an undue hardship on an employee, they may be extended.

6. No impairment which existed at termination of last preceding period of Company service will be considered as just cause for a denial of re-employment.
7. Any employee recalled under the provisions of this section within *four* years from the date of his/her layoff will have the continuity of his/her service protected, including seniority, and if his/her layoff was not for more than six months duration, he/she will be allowed service and seniority credit for such layoff unless it began within twelve months of a previous layoff.
8. Laid off employees selected for a lower rated job than the one from which they were laid off will not be eligible for the Reassignment Pay Protection Plan (RPPP), as outlined in 8.01B.
9. Laid off employees selected for jobs under 7.02A, in other work locations or who are selected for lower level jobs will have return rights as described under 7.01E.
10. Laid off employees will be recalled based upon their seniority date on the date of layoff.
11. Decisions regarding the recall and filling of vacancies of employees under the provisions of 7.02 may be discussed between the appropriate CWA & Company representative. Such decisions, however, are not subject to the grievance & arbitration procedures.

**7.03 Temporary Hiring of Laid Off Employees.**

As a general practice the Company will endeavor to offer laid off employees any temporary vacancies for which they are qualified. Acceptance of such temporary vacancies will not affect their status as a laid off employee.

## ARTICLE 8 EMPLOYMENT SECURITY

### 8.01 Transfers to Lower-Rated Wage Scales. (Including Reassignment Pay Protection Plan)

- A. When an employee is involved in an interdepartmental transfer, or a reclassification within his/her department, to a lower-rated job as a result of asserting his/her seniority rights under 7.01D, a transfer under Article 12, or a demotion for misconduct, gross negligence, lack of effort or other such extraordinary circumstances, his/her rate of pay will be reduced to that applicable to his/her wage length of service on the lower wage scale and he/she will thereafter progress on such scale.
- B. RPPP (Reassignment Pay Protection). When an employee is reclassified to a lower rated job under 7.01C, or as a result of a medical impairment (see 8.04) the employee's rate of pay will be reduced over a period of time based on the employee's length of seniority. The reductions in pay will be effective at periods following reassignment as shown below and each reduction is based on the difference in the appropriate rates for the old and new jobs:

WEEKS	Reduction In Difference In Old & New Rate
<b>Employees with 0-10 Years of Seniority</b>	
1 thru 4 .....	No Reduction
5 thru 8 .....	1/3 Reduction
9 thru 12 .....	2/3 Reduction
13 & thereafter .....	Full Reduction
<b>Employees with 10 - 15 Years of Seniority</b>	
1 thru 30 .....	No Reduction
31 thru 34 .....	1/3 Reduction
35 thru 38 .....	2/3 Reduction
39 & thereafter .....	Full Reduction
<b>Employees with 15 or More Years of Seniority (Exception see 8.01C below)</b>	
1 thru 56 .....	No Reduction
57 thru 60 .....	1/3 Reduction
61 thru 64 .....	2/3 Reduction
65 & thereafter .....	Full Reduction

- C. An employee with 15 years or more of seniority who, due to technological changes, or as a result of a medical impairment (see 8.04), is assigned to a vacancy with a lower rate of pay than the then current rate of the employee's regular job will continue to be paid in the lower level job, an amount equivalent to the rate of pay of the higher paid job in effect at the time of the downgrade. Such wage treatment will continue for 36 months following the effective date of the downgrade. Any employee involved in such downgrades will receive any increases in pay in amounts which are applicable for a comparable employee in the lower-rated job to which downgraded. At the end of the 36 month period following the date of the downgrade, the employee's wages will be reduced on the following scale:

Weeks 1 through 4 ----- No Reduction  
Weeks 5 through 8 ----- 1/3 Reduction  
Weeks 9 through 12 ----- 2/3 Reduction  
Weeks 13 & thereafter -- Full Reduction

- D. An employee who has been reclassified to a lower-rated job and who is subsequently promoted to a higher-rated job will be treated in accordance with Article 2.06.
- E. In all other instances in which an employee is involved in an interdepartmental transfer, or a reclassification within his/her department, to a lower-rated job, his/her rate of pay will be computed as follows:
1. His rate of pay will not be reduced if it is not above the maximum rate for the new job and he/she will continue at such rate until his/her wage experience credit entitles him/her to an increase on the scale for his/her new job. He/she will receive initial credit for wage length of service on the new job in an amount equal to the wage length of service credited to him/her in his/her old job, except that if he/she had formerly held a job in the lower classification to which he/she is being reclassified, his/her wage experience credit will be established as the wage experience credit formerly attained in the lower

classification plus the time spent on the higher job or jobs, subject to any adjustments as provided in 2.02, when applicable.

2. If his/her rate of pay is above the maximum for his/her new job, his/her rate of pay will be reduced to that maximum.
- F. Employees involuntarily transferred under the provisions of 12.04 will have the right to claim the job from which they were moved if the job should become available within five years after such move as described in 7.01E.

## **8.02 Supplemental Income Protection Program and Extended Medical Coverage:**

### **A. Supplemental Income Protection Program.**

1. If during the term of this Agreement, the Company notifies the Union in writing that an employee is unable to remain in his/her current job because of a medical impairment (see 8.04), or a technological change (defined in 1.33 as changes in equipment or methods of operation) has or will create a surplus in any job title in a work location which will necessitate lay-offs or involuntary permanent reassignments of regular employees to different job titles involving a reduction in pay or to work locations requiring a change of residence, or if a force surplus necessitating any of the above actions exists for reasons other than technological change and the Company deems it appropriate, employees in the affected job titles and work locations, who have at least one (1) year of seniority may elect, in the order of seniority and to the extent necessary to relieve the surplus, to leave the service of the Company and receive Supplemental Income Protection Program (SIPP) benefits described in this section subject to the following conditions: The Company will offer Expanded SIPP (ESIPP) as provided in 7.01C for technological/operational efficiency surplus.
  - a. The Company will determine the job titles and work locations in which a surplus exists, the number of



## Article 8

employees in such titles and locations who are considered to be surplus, and the period during which employee may leave the service of the Company pursuant to this Section. Neither such determination by the Company nor any other part of this section will be subject to arbitration.

- b. The number of employees who may be considered will not exceed the number of employees determined by the Company to be surplus.
  - c. An employee's decision to leave the service of the Company and receive SIPP/ESIPP benefits must be in writing and transmitted to the Company within 10 calendar days from the date of the Company's offer in order to be effective and it may not be revoked after such 10 day period.
2. SIPP/ESIPP payments for employees who leave the service of the Company in accordance with "1" above will begin within one month after such employee has left the service of the Company and continue until payments have been made for forty-eight (48) months. The employee may elect to receive this payment in one lump sum should he/she so desire.
  3. The following SIPP/ESIPP payment table is designed for use with technological surplus under Article 7 and for employees with a medical impairment as described in 8.04. Employees who receive either voluntary SIPP or ESIPP will not be entitled to a termination allowance under this Article or further processing under Article 7.

## Voluntary SIPP/ESIPP Payment Table

Completed Years of Continuous Service	Wage Scales in Pension Band Up to 107	Wage Scales in Pension Band 108-109	Wage Scales in Pension Band 110-111	Wage Scales in Pension Band 112-114	Wage Scales in Pension Band 115-118	Wage Scales in Pension Band 119-120	Wage Scales in Pension Band 121+
1	\$800	\$800	\$800	\$800	\$800	\$800	\$850
2	1,700	1,750	1,800	1,800	1,800	1,800	1,900
3	2,800	2,900	3,000	3,000	3,000	3,000	3,100
4	4,000	4,300	4,400	4,400	4,400	4,400	4,600
5	5,050	5,400	5,500	5,700	6000	6,200	6,600
6	5,600	6,000	6,100	6,350	6,700	6,950	7,400
7	6,150	6,600	6,700	7,000	7,400	7,700	8,200
8	6,700	7,200	7,300	7,650	8,100	8,450	9,000
9	7,250	7,800	7,900	8,300	8,800	9,200	9,800
10-11	8,500	8,800	9,100	9,400	10,200	10,400	10,800
12-13	10,200	10,500	10,800	11,300	12,200	12,600	13,000
14-15	11,800	12,300	12,800	13,400	14,300	14,800	15,300
16-17	13,400	14,100	14,600	15,300	16,600	17,200	17,800
18-19	15,400	16,100	16,800	17,600	19,100	19,800	20,400
20	16,800	17,500	18,300	19,200	20,900	21,700	22,500
21	18,200	19,000	19,900	20,800	22,700	23,500	24,500
22	19,600	20,500	21,500	22,600	24,500	25,400	26,400
23	21,100	21,900	22,900	24,100	26,300	27,300	28,300
24	22,500	23,500	24,500	25,800	28,100	29,100	30,300
25	23,900	25,000	26,100	27,500	29,900	31,000	32,400
26	25,300	26,300	27,500	29,000	31,700	32,900	34,300
27	26,600	27,800	29,200	30,600	33,500	34,800	36,300
28	28,100	29,300	30,700	32,300	35,300	36,700	38,300
29 and over	30,700	32,100	33,700	35,400	38,700	40,300	42,100

## Article 8

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4. In addition to the conditions set forth above, any payments to a recipient hereunder will be suspended upon the happening of any of the following:
  - a. Re-employment of the recipient by the Company.
  - b. Employment of the recipient by an affiliate or subsidiary company within the same control group of companies as is the Company.
  - c. Employment of the recipient by a competitor of the Company or competitive self-employment.

### B. Extended Medical Coverage.

1. Employees (1) whose employment is terminated as a result of layoff or application of the force adjustment procedures; or employees with medical impairments who are released pursuant to 8.04, or (2) who elect to leave the service of the Company pursuant to the provisions of the Supplemental Income Protection Program or the Expanded Supplemental Income Protection Program, or (3) who elect, pursuant to the technological displacement provisions in the Agreement, to accept a termination allowance and leave the service of the Company in lieu of reassignment to a different job title involving a reduction in pay or to locations requiring a change in residence, will continue to remain eligible for coverage for up to 12 months under the Company's Medical Assistance Plan or its successor plan, as follows:
  - a. An employee whose seniority is 5 years or more will be eligible for coverage at Company expense for a period of 6 months following the month in which employment is terminated. The employee may elect to continue such coverage for an additional 6 months at the employee's expense by paying the monthly premium amount.
  - b. An employee whose seniority is at least one year but less than 5 years will be eligible for coverage at Company expense for a period of 3 months following

the month in which employment is terminated. The employee may elect to continue such coverage for an additional 9 months at the employee's expense by paying the monthly premium amount.

- c. An employee with less than one year of seniority who is eligible for coverage at the time of termination of employment may elect to continue such coverage at the employee's expense for a period of 12 months following the month in which employment is terminated by paying the monthly premium amount.
  - d. When permitted by applicable federal law, employees may elect to continue such coverage at their own expense for longer periods than those indicated above.
2. The extended medical coverage will be on the same basis and in the same amount to which the employee was entitled immediately prior to leaving the service of the Company. If during the period of any extended medical coverage, as set forth above, the medical expense coverage is changed for employees who remain on the payroll, the same changes will be applied to persons participating in this extended medical coverage program.

### **8.03 Employment Termination Allowance.**

- A. Basis of Payment. A termination allowance will be paid to a regular or temporary employee whose service is terminated under any of the conditions outlined below; moreover, service pension eligibility will not be a factor in determining whether an employee is eligible for a termination allowance.
1. Laid off in conformity with 7.01 or terminated under 12.02D2.
  2. As an inducement proposed, or agreed to, by the Company to an employee to resign because of inability or unadaptability to perform properly the duties of the job as distinguished from misconduct.

## Article 8

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3. Dismissed except for misconduct as distinguished from inability or unadaptability to perform properly the duties of the job.
4. Upon exhaustion of the leave limits under 6.01C for a leave of absence (other than leaves that have a guaranteed return right) granted to an employee of 8 years or more seniority when the employee is not offered work in the same, an equal or lower-rated job in the location from which the leave was granted.
  - a. Such employee must have indicated, at the time the leave was granted, a reasonable expectancy to return to work.
  - b. Such employee will have experienced no impairment during the time of such leave of absence which would render him/her unqualified to do the work.
  - c. Such employee will not have been guilty of misconduct during the leave of absence which would be proper cause for discharge.

- B. Termination allowances due under 8.03A1 will be at the basic pay rate of the employee at the time of the service termination and will be in accordance with the following:

<b>Completed Net Credited Service</b>	<b>Number Weeks' Pay</b>	<b>Completed Net Credited Service</b>	<b>Number Weeks' Pay</b>
6 mos.	1	15 yrs	33
1 Yr.	2	16 "	36
2 Yrs.	3	17 "	39
3 "	3-1/2	18 "	42
4 "	4	19 "	46
5 "	6	20 "	50
6 "	8	21 "	54
7 "	10	22 "	58
8 "	12	23 "	62
9 "	15	24 "	66
10 "	18	25 "	70
11 "	21	26 "	74
12 "	24	27 "	78
13 "	27	28 "	82
14 "	30	29 "	86
		30 or more	90

- C. Termination allowances due under 8.03A2, 8.03A3 and 8.03A4 will be at the basic pay rate of the employee at the time of the service termination and will be in accordance with the following:

Completed Net Credited Service	Number Weeks' Pay	Completed Net Credited Service	Number Weeks' Pay
6 mos.	0	15 yrs	22
1 Yr.	1	16 "	25
2 Yrs.	2	17 "	28
3 "	3	18 "	31
4 "	4	19 "	35
5 "	5	20 "	39
6 "	6	21 "	43
7 "	7	22 "	47
8 "	8	23 "	51
9 "	9	24 "	55
10 "	11	25 "	59
11 "	13	26 "	63
12 "	15	27 "	67
13 "	17	28 "	71
14 "	19	29 "	75
		30 or more	79

**D. Termination allowances paid are subject to the following conditions:**

1. An employee who has his/her service terminated in accordance with 8.03A and 7.01 after having been re-engaged from a previous service termination under the conditions outlined in 8.03A and 7.01 will be paid the difference between the amount computed as his/her termination allowance and any previous termination payments he/she may have received on account of previous service terminations.
2. If an employee has received a termination allowance under 8.03B or C returns to the employ of the Company or any BellSouth company, as a regular employee in a lesser

number of weeks than he/she was paid for in his/her termination allowance, he/she will repay the Company the difference between the net amount of the termination allowance paid to him/her and the amount of his/her basic wage rate for the period off the payroll. In lieu of cash payments such repayment may be made through payroll deductions in an amount not less than 5% nor more than 10% of the basic wage per week or per month.

#### **8.04 Employees With Medical Impairments**

- A. An employee who is, due to physical or mental impairments, no longer able to perform the essential functions of his/her job, with or without reasonable accommodation, is entitled to the rights of the Collective Bargaining Agreement and such employee will be eligible for treatment under the provisions of 8.01 and 8.02 of this Agreement.

### **ARTICLE 9 TRANSFER AND TRAVEL EXPENSE**

#### **9.01 Expense in Connection with Transfers.**

- A. Employee Initiated: The Company will not pay transfer or moving expenses when the transfer is employee initiated.
  - 1. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
- B. Company Initiated: When an employee is transferred from one permanent reporting location to another in accordance with 7.01C, and 12.04, except as limited by 7.01G, he/she will be given reasonable notice prior to the transfer (See 9.01C). Reasonable expenses incurred by the employee in connection with the transfer will be borne by the Company as follows:
  - 1. The transferred employee may be allowed one (1) exploratory trip for self and spouse from the old location to the new location at Company expense to find a new residence and the following expenses will be paid by the Company:



## Article 9

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- a. Actual transportation costs of Company designated public transportation between cities, (unless Company transportation is provided) or the equivalent if the employee uses privately arranged transportation. Local transportation at the new location may be provided by the Company. If the Company does not provide such transportation, an allowance of \$10.00 will be paid the employee in lieu of local transportation costs during the exploratory trip.
  - b. Receipted lodging for employee and spouse not to exceed two (2) nights.
  - c. Receipted meal expense for the employee and spouse not to exceed three (3) days.
  - d. The employee will suffer no loss of regular pay for up to three (3) days.
  - e. Receipted reasonable baby sitting charges for child care if required, not to exceed two (2) nights and three (3) days.
2. The employee will suffer no loss of regular pay for reasonable time off to arrange for the moving of household furnishings and to make the trip to the new location.
    - a. The employee will be reimbursed, upon presentation of receipted bills or other evidence of payment, for actual costs of transportation, meals, lodging and other incidental expenses of himself, and the members of his/her immediate family residing with him/her, including drayage costs (includes movement of mobile homes) and the other incidental expenses of moving household furnishings. All expenses to be reimbursed under this Article must be submitted for reimbursement within six (6) months of the effective date of the transfer, unless the exception is agreed to by the Company.
  3. The following options are provided with respect to a relocated employee's disposal of his/her principal

residence, which is limited to one- or two-family houses, condominiums, and townhouses. Mobile homes, house boats, lake houses, farms or other land in excess of five (5) acres on which the employee lives will not be eligible under this plan.

- a. The employee may elect to sell his/her own residence in which case the following actual out-of-pocket expenses connected with the sale will be paid by the Company:
  - (1) Realtor's commission for selling the property. This commission is not to exceed the rate generally in effect in the community.
  - (2) Any penalty payment that the employee must pay because of pre-payment or early payment of the mortgage loan on his/her residence, not to exceed \$200.00.
  - (3) Appraisal fee or expense if paid by the seller.
  - (4) Cost of preparation of abstract or cost of title insurance or title search in those localities in which there is a well-established practice of the seller furnishing proof of title (by abstract, title insurance or other title search). Such expenses are not reimbursable where the seller varies from the established local practice of the purchaser paying for his/her own title insurance, abstract or title search.
  - (5) The cost of any federal revenue or documentary stamps that the seller has to purchase in connection with the transfer or sale of his/her residence.
- b. Employees who have been unable to sell their home within nine (9) months from the date of transfer will be paid a lump sum payment of 7 1/2% of the appraised value of the employee's property. The appraised value will be based on the average of two independent appraisals. Both appraisals will be made by appraisers selected by the Company and should be completed by

the end of the 9th month following the date of the transfer. The employee may suggest an appraiser who is on the Company's list of approved appraisers. Consideration will be given to using that appraiser for one of the two appraisals. The average of these two appraisals will normally be the established value of the employee's property. However, if the lower appraisal varies from the higher by more than 5%, a third appraisal will be ordered and the average of the three appraisals will become the appraised value.

- (1) The payment of the lump sum described in "b" above relieves the Company of any further obligations under 9.01B3.
  - (2) Disputes that may arise under 9.01B3b are not subject to the grievance procedure nor arbitration.
4. The Company will also reimburse the employee for the following expenses:
- a. Expenses incurred for disconnecting normal household appliances at the old residence and reconnecting said appliances at his/her new residence. This item includes the expense of providing interior wiring (including 220 volt wiring) and interior pipe and tubing extensions which are necessary in order to use the electric or gas appliances which are being moved from the residence at the old location. The expenses of new or rearranged entrance facilities for either gas or electricity are not to be included. It is also understood that appliances as used in this paragraph do not apply to television antenna installations at either the old or the new residence.
  - b. Connection charges for utility service. This item includes only charges which are paid to the utility as a connection charge and does not include advance deposits required by the utility as insurance for the payment of future utility bills.

- c. Expenses incurred for refitting, installation of drapes, curtains, rugs or carpets. This item is limited only to the cost of installation and refitting of drapes and curtains, and the refitting and laying of rugs or carpets and does not include any replacement cost or the cost of any additional or new material.
  - d. Loss of unexpired rent for a period not to exceed one month, except that in case of undue hardship, consideration will be given to reimbursing the employee for unexpired rent beyond one month.
- C. Any change in the designation of an employee's permanent reporting location that is more than 40 miles will be considered and treated as a transfer for the purposes of this Section.

#### **9.02 Change in Place of Reporting Allowance**

(Note: This provision does not apply to employees whose work assignments require them regularly to work away from their permanent reporting location.)

- A. When an employee's place of reporting is temporarily changed within his/her permanent reporting location, he/she will be paid a daily allowance of \$7.50 provided that the temporary place of reporting lies beyond a radius of one mile from the regular place of reporting.
- 1. A temporary transfer to a single new place of reporting that will extend beyond four weeks will be handled as a 12.07A move without differential payment.

#### **9.03 Travel During the Tour**

(Note: This provision does not apply to employees who are on an automobile allowance.)

- A. Time spent in traveling at the direction of the Company during the work day after reporting for duty, and before release from duty, will be treated as work time.
- B. If an employee receives permission to use his/her personal car the Company will reimburse the employee at the IRS standards based on distance calculations between locations

## Article 9

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(see 9.04A1 and 9.04A1a below). The IRS standards will be adjusted annually as necessary.

### **9.04 Travel Expense.**

(Note: The provisions in Article 9.04 apply to all employees. Employees may receive, in lieu of a reimbursement, an advance consistent with the provisions below, or may have travel arrangements made by the Company.)

A. An employee who is on temporary transfer, or employees whose work assignments require them regularly to work away from their permanent reporting location, will be reimbursed in accordance with the following:

1. Distance calculations under this Article will be determined by using the most recent official state highway maps.
  - a. Distance calculations are figured from one location to the other, or from the employee's regular established residence, whichever is nearer.
2. When an employee is assigned to report to an office at a location or place of reporting within 40 miles (see 9.04A1 and 9.04A1a above) of his/her permanent reporting location, the employee will travel on his/her own time and will only be entitled to a commuting allowance of **\$26.00** per day.
3. When an employee is assigned to work at a location or place of reporting more than 40 miles (see 9.04A1 and 9.04A1a above) of his/her permanent reporting location, the employee will be reimbursed as follows:

An employee may elect "a" or "b" below:

- a. To make his/her own living arrangements and receive a per diem allowance of:

Zone A	\$68.00
Zone B & C	\$57.00

## b. To stay at a hotel/motel:

- (1) of his/her choice within the location or;
- (2) authorized by the Company;

If the employee elects "b" above, upon presentation of a properly receipted bill or other evidence of payment, he/she will be reimbursed for the rate of the authorized hotel/motel, or the actual rate of the selected hotel/motel, not to exceed the rate of the authorized hotel/motel.

If the employee elects "b" above the employee will also be paid a daily allowance for meals and all other expenses in accordance with the following:

Zone A	\$ 41.00
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Zone B & C	\$ 36.00
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4. When an employee is assigned to report to a location more than 40 miles (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location the employee may choose to commute and will be reimbursed as follows:
  - a. An employee who is not on an automobile allowance will receive a commuter allowance of **\$26.00** per day plus mileage at the IRS standards, for the miles in excess of 80 miles (round trip) (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location.
  - b. An employee who is on an automobile allowance will receive a commuter allowance of **\$26.00** per day plus 17 cents per mile, for the miles in excess of 80 miles (round trip) (see 9.04A1 and 9.04A1a above) from his/her permanent reporting location.
- B. The payment, under 9.04A3 above, is limited to five nights Sunday thru Thursday, except for situations such as training or overtime which may require more than 5 days. Employees working on campaigns greater than 150 miles (see 9.04A1 and 9.04A1a above) from their permanent reporting location may,

## Article 9

at their option, receive the payment under 9.04A3 for seven nights during such campaigns.

When an employee travels and stays overnight and the combination of his/her travel time, as described in 9.04C or 9.04D below, and work time if any, at the temporary location does not exceed one-half the length of a normal tour, he/she will be entitled to one-half the applicable expense allowance. On a day the employee returns to his/her permanent reporting location or home, he/she will receive one-half the applicable expense allowance.

- C. For non-exempt employees whose work assignments require them regularly to work away from their permanent reporting location travel time on week days will be allowed at the rate of 45 minutes for each 60 miles (see 9.04A1 and 9.04A1a above).

*1. The above provision does not apply for employees that elect the commuter option as described in 9.04A4.*

- D. For exempt employees whose work assignments require them regularly to work away from their permanent reporting location travel time will be allowed at the rate of 30 minutes for each 50 miles (see 9.04A1 and 9.04A1a above) to return to the reporting location.
- E. When an employee is assigned to work at a temporary location or remote location he/she will receive no expense payments if that temporary location is his/her principal place of residence.

### **9.05 Interim Return Home Expense.**

- A. In the event of extended periods of temporary transfer, the Company will pay authorized transportation costs for the employee to visit his/her home on non-scheduled days. The frequency of visits to the employee's home should be based on the expected duration of the temporary assignment. The following frequency for return home visits should be permitted if the employee so desires. When an employee elects to visit his/her home he/she will not be entitled to travel time.

<b>Expected Duration of Temporary Assignment</b>	<b>Permitted Home Visits</b>
21 days or less	None
22 days through 35 days	One
36 days through 49 days	Two
50 days through 63 days	Three
More than 63 days	One for each additional period of 21 days

- B. An employee may have his/her spouse or a member of his/her immediate family travel to the temporary work location in lieu of the employee traveling to his/her home location. Expenses for such travel are reimbursable to the employee up to an amount not exceeding the expenses which the employee would have incurred in traveling to and from his/her home location. In those instances where the spouse or a member of the employee's immediate family visits the temporary location, he/she will not be entitled to the per diem on non-scheduled non-work days during such visits.

#### **9.06 Automobile Allowance**

- A. As a condition of employment, each Directory Advertising Sales Representative, Directory Special Account Representative, Major Account Representative and *Premise Collector* will be required to have a valid drivers license and to provide an appropriate motor vehicle, acceptable to the Company as to appearance and operating condition, to be used for Company business. The vehicle must have liability and property damage insurance in an amount satisfactory to the Company showing the Company as co-insured. A copy of this policy must be delivered to the Company. The Company will discharge all of its obligations for the use of the motor vehicle as rental by the payment per week as follows:



## Article 9

1. A Directory Advertising Sales Representative, Directory Special Account Representative, Major Account Representative, or *Premise Collector* will receive a weekly payment as shown below, based on his/her permanent reporting location:

Albany	<b>\$89.00</b>	Jacksonville	<b>86.00</b>
Asheville	<b>88.00</b>	Morrow	<b>95.00</b>
Atlanta	<b>99.00</b>	Macon	<b>91.00</b>
Augusta	<b>91.00</b>	Marietta	<b>95.00</b>
Boca Raton	<b>101.00</b>	Melbourne	<b>87.00</b>
Charlotte	<b>87.00</b>	Miami	<b>107.00</b>
<b>Cocoa</b>	<b>87.00</b>	Orlando	<b>87.00</b>
Columbia	<b>88.00</b>	Pensacola	<b>87.00</b>
<b>Columbus</b>	<b>90.00</b>	Raleigh	<b>85.00</b>
Ft. Lauderdale	<b>101.00</b>	<b>Roswell</b>	<b>95.00</b>
Greensboro	<b>87.00</b>	Savannah	<b>91.00</b>
Greenville, SC	<b>87.00</b>	Wilmington	<b>86.00</b>
Gwinnett	<b>95.00</b>		

- a. In the event the Company establishes a new permanent reporting location, a weekly payment rate will be established for the new location.
  - b. Weekly payments may be suspended after 60 days for illness benefits.
- B. Interlocation mileage and mileage to non-BellSouth Telecommunications locations will be reimbursed at **17¢** per mile.
- C. The weekly and daily reimbursement rates may be adjusted annually with changes to be effective with the annual change in wage rates. Adjustments will not result in a weekly rate less than that shown in 1 above. An outside professional

concern specializing in analysis of passenger car costs, such as Runzheimer and Company, may be used as the source for weekly and daily reimbursement rates. Proposed changes in these rates will be reviewed with the CWA by July 1 of each year.

- 9.07 Periodically, employees will be required to submit an individual expense voucher for reimbursement for travel expenses incurred or report expenses on their work reports.
- 9.08 Employees who are on an automobile allowance will be paid a cellular phone allowance as follows: \$60 per month for those who use a BellSouth provider, \$60 per month for those who are in areas where a BellSouth provider is not available, or \$30 per month for those who do not use a BellSouth provider. The allowance will be paid provided the employee furnishes the Company proof of cellular phone service on an annual basis.

## ARTICLE 10

### DIRECTORY ADVERTISING SALES WORK

#### 10.01 Major Account Representatives (MAR)

##### A. Market Assignment Criteria:

1. An advertiser becomes a MAR account when meeting the criteria in 10.01A2 below and when assigned to a Major Account Representative. *Clearly identifiable MAR level accounts assigned to another sales channel will be immediately reassigned to the MAR channel.*
  - a. Once an account is assigned to a MAR all activity on that account and/or associated accounts will be credited to that MAR.
2. MAR accounts must first meet the appropriate revenue thresholds of the directory or cluster.

Accounts that meet the revenue threshold must also satisfy the following to be assigned to a Major Account Representative:

## Article 10

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- a. Must be a display advertiser
  - b. Must be an advertiser (i.e., billing customer) for a minimum of *2 consecutive years*
  - c. Must be in more than 1 directory, *with a minimum of a QC billing equivalent in a second directory, or in a single directory with revenue greater than 150% of the Major Account Representative revenue threshold.*
  - d. Must not be a GAP account
  - e. Must not be sensitive/complicated accounts defined as *Escort, Dating or similar types of accounts.*
  3. MAR accounts that decrease below the MAR threshold, or cancel their advertising, will be returned to Premise Sales.
  4. *On an annual basis, or more frequently if necessary, each area will review MAR market to determine:*
    - a. *appropriate revenue thresholds,*
    - b. *appropriate representative work-load balance considering revenue, number of customers, number of products and travel considerations.*
  5. *Any proposed changes in 10.01A4 above will be discussed with CWA, at the Executive Level.*
- B. Compensation**
1. Major Accounts Representatives will be paid according to the wage rate shown on Wage Scale M1. Scheduled work on a sixth day will be paid at the overtime rate.
  2. An annual bonus will be paid based on final sales performance of all campaigns having an EBD during the calendar year January 1st through December 31st, of the year under consideration.
    - a. Bonus payments will be applicable when the employee has attained 100.1% of *BOTS* and will be *paid according to "d" below.*

- b. The MAR bonus will be prorated if:
- (1) a MAR is assigned \$150,000 but does not handle that amount during the calendar year under consideration.
  - (2) *a new MAR enters the title during the bonus year under consideration and is unable to work \$150,000.*
- c. The bonus payment will not be prorated if:
- (1) the MAR is not assigned \$150,000 during the calendar year under consideration.
  - (2) *the MAR is assigned \$150,000 but it is reduced due to NYPS supercedures and/or disconnects.*
- d. The amount of the bonus is computed in accordance with the following table *and will be paid to the nearest tenth of a percent:*

PERCENT <i>NISD/BOTS</i>	BONUS AMOUNT <i>PER EACH PERCENT</i>
<i>100.1 - 105.0</i>	<i>\$1,200</i>
<i>105.1 - 110.0</i>	<i>\$1,400</i>
<i>110.1 - 120.0</i>	<i>\$1,600</i>
<i>120.1 and above</i>	<i>\$2,000</i>

## 10.02 Directory Special Account Representatives (DSAR)

### A. Market Assignment

1. Directory Special Account Representative market will consist of sensitive accounts, certain professional accounts, *and* complicated accounts. *These may* include those above the Major Account Representative thresholds with display, *and multiple-signature contact accounts.*

## Article 10

- a. It is not the intent of this section that DSARs handle clearly identifiable MAR accounts.*

### B. Compensation

1. Directory Special Account Representatives will be paid according to the wage rate shown on Wage Scale S1. Scheduled work on a sixth day will be paid at the overtime rate.
2. *An annual bonus will be paid based on final sales performance of all campaigns having an EBD during the calendar year January 1st through December 31st, of the year under consideration. The bonus will be based on a DSAR's NISD/BOTS performance.*

<i>NISD/BOTS</i>	<i>Bonus Amount</i>
<i>105 – 109.9%</i>	<i>\$1,000</i>
<i>110.0% and above</i>	<i>\$2,000</i>

## 10.03 Directory Advertising Sales Representatives (DASR)

### A. Market Assignment Definitions.

1. Initial assignments will be composed of advertisers, non-advertisers, and all existing new connects, and assigned by lottery.
2. Continued Market Assignment Plan (CMAP) provides for continuity of contact for Directory Advertising Sales Representatives (DASR).
  - a. CMAP is defined as accounts with monthly revenue equal to, or greater than, the rate of a *triple* quarter column in the local directory. In cluster campaigns, CMAP monthly revenue is determined when the total revenue in all directories is equal to, or greater than the rate of a *triple* quarter column in the local directory.

- CMAP accounts that decrease below the CMAP level, or cancel their advertising, will be returned for one issue only.
- b. For subsequent directory campaigns, a DASR's CMAP may be removed for the following reasons:
    - (1) At the customer's request.
    - (2) The CMAP account was reassigned during the campaign.
    - (3) CMAP accounts that were closed while on clean-up assignment.
    - (4) To create new initial market assignments (See 10.03B1).
  3. Subsequent assignments will consist of, (whenever possible), advertisers, non-advertisers, new connects and all other unassigned customer contacts.
  4. *Geographic Market Assignment Plan (see also Appendix C.)*
    - a. *Markets using Geographic market assignment will assign initial market, by zone, (see 1.42), in accordance with 10.03B.*
    - b. *Markets using Geographic market assignment will assign subsequent market, by zone, (see 1.42), in accordance with 10.03B4.*
  5. *Niche Product Market Assignment.*
    - a. *On those canvasses when the Company determines to offer niche products a dedicated group of DASRs may sell these products.*
      - (1) *In markets with Geographic Market Assignment, representatives dedicated to niche products may work contiguous, or nearby zones.*
    - b. *The DASR market in headings associated with the niche product will be identified in the initial market assignments, and distributed to the representatives dedicated to such efforts.*
    - c. *These representative(s) will also work the traditional market and receive their individual*

*allocations of 93-96% composed of traditional market and niche product market.*

- d. DASRs not working the niche products shall have their market associated with the niche product replaced to insure they receive their individual allocation of 93-96%.*
- e. Subsequent niche market will be equitably distributed among the niche product representatives by lottery.*
- f. For subsequent draws of traditional market, the Gross Revenue/BOTS on the dedicated representative's traditional market and needs on all market will be considered.*
- g. Niche product accounts will be distributed to the entire sales force after one or two canvasses, depending upon the product success.*
- h. The selection of DASRs for niche product assignments will be based on seniority and Selection criteria.*
- i. Strategic Initiative Compensation (Article 10.06) will be paid on designated items.*

**B. Market Assignment Procedures (see also 10.03A4-Geographic & 10.03A5-Niche).**

- 1. Initial market assignment for each campaign will be as follows:**
  - a. Rank returning representatives using their previous canvass NISD minus the base loss (see 1.01). This becomes their allocation.*
  - b. Assign CMAP & "sales" adjusted accounts to returning representatives.*
  - c. Allocate pool CMAP and pool non-CMAP to returning representatives up to 96%, but not less than 93%, of their individual allocation.*
  - (1) Pool CMAP and non-CMAP non-pay accounts will be equitably assigned according to a representative's individual allocation.*

- d. Identify the median **BOTS** allocation of the returning representatives. *This becomes the minimum target allocation.*
  - e. Divide all remaining pool CMAP, pool non-CMAP, *non-pay accounts* and any remaining adjusted accounts by the minimum target allocation. This will establish the total number of non-returning allocations available.
  - f. Representatives transferring into a campaign receive either the minimum target allocation or a prorated allocation based on campaign's progress at the time of the transfer.  
*(1) In subsequent campaigns, the representative will be brought to the minimum allocation, or their previous year's NISD, whichever is greater.*
  - g. *Returning representatives impacted by Short-term disability, or pro-rated allocations or other unusual circumstances should receive their previous year's NISD, or a minimum allocation, whichever is greater.*
  - h. *Non-returning representatives will receive the median amount of CMAP non-pay and an equitable amount of less than CMAP non-pay.*
  - i. Divide any remaining market by the number of remaining representatives and bring each representative as close to the minimum target allocation as possible within the limits of the available market.
  - j. Assign all available new connects equally among all representatives.
  - k. *Assign accounts, after making adjustments in "2" below, by lottery.*
2. *Adjustments to initial allocations.*
- a. *Identify any returning representatives with more than 140% of the median BOTS or 140% of the median Required Coverage Per Day for Advertiser Tickets.*  
*(1) if a representative is greater than 140% of either medians he/she may elect to have his/her bag adjusted, up to 20%.*



*This adjustment will be a random cross-section of advertisers.*

*(2) the election above must be made prior to market pull.*

*b. Representatives who, at the instance of the Company, did not work the entire canvass in the previous year will receive 93-96% of their previous year's allocation for the canvass. This may be adjusted as described in 2a above, if applicable.*

3. *After receiving initial market assignment, returning DASRs will transfer pool CMAP non-pay and less than CMAP non-pay accounts to the appropriate collections group.*

*Returning DASRs will retain and handle CMAP non-pay accounts they handled the previous year.*

*Non-returning DASRs will transfer less than CMAP non-pay to the appropriate collections group.*

*Non-returning DASRs will retain and handle CMAP non-pay accounts.*

*a. Accounts sent to collections and subsequently released will be returned to the originally assigned DASR.*

*b. Accounts sent to collections and not released will be retained and handled by collections.*

4. *Subsequent market assignments will be distributed by lottery as follows (in Geographic markets, by zones):*

*a. To be eligible for subsequent market assignments:*

*(1) a representative's individual percent of service closed must be within 10 percentage points of directory's service closed (e.g., directory progress equals 50%; representative's progress must equal 40%).*

- b. The eligible representatives will be ranked in order of **Gross Revenue/BOTS** at the time of the market assignment, divided into 3 groups and *after consideration for "needs" receive their percentage of the available market. Collectively, the representatives in the 3 groups will receive* the following percentages of available market:
- top 33% receives 50%
  - next 33% receives 33%
  - next 33% receives 17%
- c. *In creating subsequent market assignments, non-pay accounts will be equitably balanced and assigned based on the individual representative's needs*
- d. When subsequent assignments do not contain enough market for all eligible representatives, the market will be divided *among the eligible representatives in accordance with "b"* above. Market will then be re-apportioned from the bottom up so that all representatives in the top group(s) receive market prior to representatives in the lower groups.

### C. Compensation

1. Directory Advertising Sales Representatives will be paid according to the wage rate shown on Wage Scale PI for time shown below. Scheduled work on a sixth day will be paid at the overtime rate.
  - a. Time spent in preparation for their individual sales contacts.
  - b. Time spent with supervisor in receiving instructions and related information incident to their work.
  - c. Time spent on records and report work resulting from sales contacts.
  - d. Time spent on other work related to the employees' own selling efforts.
  - e. Time spent in travel at campaign area.

## Article 10

2. In addition to "C1" above, Directory Advertising Sales Representatives will receive commission payments *at 25%*, paid on the monthly *NISD* of each account sold, completed, reported and accepted.
3. An achievement multiple will be paid *quarterly* based on a representative's *NISD/BOTS* performance. *This multiple will be paid on all books which reach sales (see 1.27) close in the quarter. Payment will be made by the second month of the following quarter. The commissions below will be applied to the net revenue increased.*

<b><i>Achievement Multiple</i></b>	
<b><i>105 – 107.9%</i></b>	<b><i>10.0%</i></b>
<b><i>108 – 109.9%</i></b>	<b><i>25.0%</i></b>
<b><i>110 – 111.9 %</i></b>	<b><i>35.0%</i></b>
<b><i>112 – 114.9%</i></b>	<b><i>47.5%</i></b>
<b><i>115 - 119.9%</i></b>	<b><i>52.5%</i></b>
<b><i>120 – 124.9%</i></b>	<b><i>55.0%</i></b>
<b><i>125% and above</i></b>	<b><i>57.5%</i></b>

- a. For DASRs transferring into a campaign, *NISD/BOTS* performance while on P2 will be considered in the calculation of the achievement multiple.
  - b. For DASRs new to a campaign, other than transfers (see "a" above), *NISD/BOTS* performance while on P2 will not be considered in the calculation of the achievement multiple.
4. Directory Advertising Sales Representatives will be paid \$60 for each non-pay account handled but not released. DASRs will receive a 5% premium on commissions for each non-pay account released and resold.

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5. Directory Advertising Sales Representatives will be paid according to the wage rate shown on Wage Scale P2 for time shown below.
    - a. DASRs new to a campaign, or circuit, will be eligible for Wage Scale P2 for a maximum of one (1) year until:
      - (1) receiving the minimum target allocation referred to in 10.03B1d, or
      - (2) their P1 wage rate plus weekly commissions is equal to, or greater than their P2 wage rate.
    - b. Time spent on initial training – including “on the street” selling.
    - c. Time spent under average conditions, as described in “6a” below until computed rates of pay are determined as provided under “7a” below.
    - d. Relieving Supervisor differential.
  6. Non-Selling Time for Directory Advertising Sales Representatives.

Pay procedures for paid time other than those described above are as follows:

- a. Average Earnings.
  - (1) Time spent on usage surveys, subsequent training as distinguished from the activities described in 10.03C5 above, and other assignments not related to his/her own selling efforts as may be assigned by the Company.
  - (2) Time spent on assignments with no opportunity for representatives to earn commissions. (e.g., Paperwork only Clean-up)
  - (3) Time spent in excess of 7 1/2 hours in any calendar week in conferences and/or sales meetings.
  - (4) Time spent on a sixth workday scheduled by the Company for a purpose other than customer sales will be paid at the overtime rate (or average and one-half).

- (5) Vacations & Holidays.
  - (6) Military Duty.
  - (7) Absences Excused with Pay under 6.04 (Jury Duty, Quarantine, Deaths, Elections, Voting & PPT.)
  - (8) Time spent on IP, UP, QP, MP, CP and HP (e.g., employee is ineligible for or has exhausted PPT and has an absence of an impelling nature as specified in 6.04).
  - (9) Payments under the Benefit Plan and the "Annual Basic Pay" under the Group Life Insurance Plan will be determined in accordance with the provisions thereof.
7. Computing Averages for Directory Advertising Sales Representatives.
- a. The wage rates for use in computing pay due to employees under "6a" above and for reinstatement following suspension, discharge or demotion will be the DASR's weekly wage rate (P1) plus the DASR's average weekly commission rate, plus the Achievement Multiple converted to a weekly rate and determined as follows:
    - (1) The average weekly commissions will be effective with payroll periods ending on or after February 1, May 1, August 1 and November 1, respectively. The average weekly commissions will be determined by dividing the commissions paid in the preceding four calendar quarters by the number of weeks in the period covered by the payrolls involved.
- When an employee returns from a formal leave of absence, or from half-pay benefits, or was continuously assigned to Wage Scale P1 for less than four quarters, the average will be computed for the number of available full calendar quarters after return to work, or assignment to Wage Scale P1.

Average weekly earnings will be rounded to the next higher fifty cents.

- (2) The wage rates on Wage Scale P2 will be used for computing payments to employees under "6" above until computed rates of pay are determined for them as provided under (a) above.

#### **10.04 Directory Telephone Sales Representatives (DTSR)**

##### **A. Market Assignment Definitions**

1. Initial assignments will be composed of advertisers, non-advertisers (in markets without *Telephone Sales Specialty Representatives*), and all existing new connects.
2. Subsequent assignments will consist of (whenever possible) advertisers, non-advertisers (in markets without *Telephone Sales Specialty Representatives*), new connects and all other unassigned customer contacts.

##### **B. Market Assignment Procedures**

1. Initial market assignments will be equitably balanced as to number and revenue, including "sales" adjusted accounts handled by the returning representatives, and assigned by lottery.
2. Subsequent market assignments will be distributed by lottery as follows:
  - a. To be eligible for subsequent market assignments:
    - (1) a representative's individual percent of service closed must be within 10 percentage points of the directory's service closed (e.g., directory progress equals 50%; representative's progress must equal 40%).
  - b. The eligible representatives will be ranked in order of *Gross Revenue/BOTS* at the time of the market assignment, divided into 3 groups and *after consideration for "needs" will receive their percentage of the available market. Collectively, the representative(s) in the 3 groups will receive the following percentages of available market:*

- top 33% receives 50%
  - next 33% receives 33%
  - next 33% receives 17%
- c. When subsequent assignments do not contain enough market for all eligible representatives, the market will be divided *among the eligible representatives in accordance with "b" above*. Market will then be re-apportioned from the bottom up so that all representatives in the top group(s) receive market prior to representatives in the lower groups.
- C. Compensation
1. DTSRs will be paid according to the wage rate shown on Wage Scale T1 for time shown below:
    - a. Time spent in preparation for their individual sales contacts.
    - b. Time spent with supervisor in receiving instructions and information related to their work.
    - c. Time spent on records and report work resulting from sales contacts.
    - d. Time spent on other work related to the employees' own selling efforts.
  2. In addition to "C1" above DTSRs will receive commission payments *based on increase to advertisers and revenue sold to non-billing accounts as described below*:

<b><i>Locations without Telephone Sales Specialty Representatives</i></b>			
<b><i>Effective date</i></b>	<b><i>8/5/01</i></b>	<b><i>8/4/02</i></b>	<b><i>8/3/03</i></b>
<b><i>Increase to Advertisers</i></b>	<b><i>33%</i></b>	<b><i>35%</i></b>	<b><i>37%</i></b>
<b><i>Revenue sold to Non-billing accounts</i></b>	<b><i>38%</i></b>	<b><i>40%</i></b>	<b><i>42%</i></b>

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**B. Requests.**

1. *Requests may be submitted to the electronic job posting system by regular employees for a specific vacancy or future vacancy.*
  - a. *Requests will be valid if posted before the close of the job ad.*
2. *Regular employees may have an unlimited amount of specific requests (i.e. requests attached to currently posted vacancies) regardless of intra- or inter-company requests and submit up to ten (10) future requests for promotions, demotions or transfers regardless of intra- or inter-company requests between the following companies: BellSouth Telecommunications, Inc., BellSouth Corporation-Headquarters, BellSouth Business Systems, Inc., BellSouth Communication Systems, Inc., BellSouth Public Communications, Inc. and BellSouth Advertising and Publishing Corporation.*
3. *Former regular employees of the companies in "2" above returning to service in a temporary position may submit requests for transfers, demotions, or promotions after three (3) months.*
4. *In the event the Company selects an employee whose requests were not on file before the close of the job ad, other employees with requests that were not on file before the close of the job ad may grieve the selection.*
5. *The Company will immediately acknowledge receipt of request(s) for movement by electronic confirmation via the electronic job posting system.*

*Employees may review the current status of their requests on-line and cancel requests at any time.*

  - a. *Specific requests (i.e., requests attached to currently posted vacancies) are only valid until the vacancy is filled and will then be purged from job-posting system.*



3. Subsequent market assignments will consist of numerically balanced packages of non-ads, assigned by lottery.
4. *Telephone Sales Specialty Representatives may also be assigned certain niche products (e.g., GUIA, Dining Guide, etc.).*
  - a. *Initial market assignments for the segment of representatives working niche products will be equitably balanced as to number and revenue and assigned by lottery.*
  - b. *Subsequent assignments will be equitably balanced as to number and revenue and assigned by lottery, based on market projections (coverage and service) to determine a sales representative's market needs.*

**B. Compensation**

1. *Telephone Sales Specialty Representatives* will be paid according to the wage rate shown on Wage Scale *SR*.
  - a. Non-selling time for *TSSRs* will be paid at the wage rate shown on Wage Scale *S2*.
2. *Telephone Sales Specialty Representatives* will also be paid commissions in the amounts shown below:

<b>Telephone</b>	
<b><i>NISD UDAC Equivalent on Account</i></b>	<b><i>Commission</i></b>
<b><i>Any sale to &lt; 1HS</i></b>	<b><i>\$15.00</i></b>
<b><i>1HS &lt; 4HS</i></b>	<b><i>\$35.00</i></b>
<b><i>4HS &lt; DTS</i></b>	<b><i>\$50.00</i></b>
<b><i>DTS ≤ TQC</i></b>	<b><i>\$75.00</i></b>

3. *If a potential sale is greater than a TQC, that account will be reassigned normally to a DSAR. The TSSR will receive appropriate commissions above if this account is sold by the DSAR. Sales above a TQC will be paid at \$75.00.*
4. *Telephone Sales Specialty Representative accounts will be reassigned, normally to Directory Special Account Representatives, if the customer requests to be handled on premise, and the TSSR will be paid according to "B2" or "B3" above.*
5. *An individual quarterly bonus of \$300.00 will be paid based on achievement of individual sales goals. This bonus will be paid in a lump sum. The target bonus amount may be exceeded for performance above objectives.*

#### **10.06 Strategic Initiatives Compensation**

- A. In addition to their respective wage rates, commissions and/or bonuses, Major Account Representatives, Directory Special Account Representatives, Directory Advertising Sales Representatives, Directory Telephone Sales Representatives, and *Telephone Sales Specialty Representatives*, will also be paid commissions for new items, new products and/or strategic initiatives in the amounts shown below:

<b>Commissions</b>				
<b>Category A</b>	<b>Category B</b>	<b>Category C</b>	<b>Category D</b>	<b>Category E</b>
<b>\$25.00</b>	<b>\$50.00</b>	<b>\$100.00</b>	<b>\$150.00</b>	<b>&gt; \$150.00</b>

1. *A multiplier may be paid on the above categories when an individual representative achieves a specified performance standard.*

2. *Certain new items, new products, strategic initiatives, and/or categories may be created for specific markets and/or sales channels.*

- B. Proposed changes in these categories will be discussed with CWA at the Executive Level.

#### **10.07 Miscellaneous Market Assignment and Compensation**

- A. Reassigned Accounts -- Accounts may be reassigned during the directory campaign when it is determined a sales representative may be unable to complete their assignment based on coverage and the representative's individual percent of service closed relative to directory progress. All such reassignments will be made in accordance with 10.03B4 and 10.04B2.

*When such reassignment occurs, usually after the 33% point of the directory, representatives having market removed will normally be ineligible to participate in any future subsequent market assignments.*

Accounts may be reassigned where, due to changes in directory close dates, a representative may have greater needs (based on coverage & service requirements) than other representatives.

Commissions will be paid to the sales representative to whom the accounts are reassigned. Accounts reassigned after the 80% point in a campaign will have any loss on the accounts charged to the sales representative to which originally assigned.

Market that is non-CMAP will be considered for reassignment prior to CMAP accounts. *CMAP may be included, if necessary.*

- B. *Office-wide Reassignments -- Accounts may be reassigned during the directory campaign on an office-wide basis. When such reassignment occurs, the company will remove on an equal percentage basis. Such reassignment will not be voluntary and accounts will be selected randomly.*

- C. **Recontacted Accounts** – A closed account which is recontacted prior to the directory closing date will normally be handled by the original representative. Commissions will be adjusted as appropriate.

When another sales representative makes the recontact, any loss will be charged back to the original sales representative. Commissions will be paid to the sales representative who handles the recontact for all monthly revenue sold above the monthly revenue on the previous contact.

- D. **Recanvassed Accounts** - During the campaign accounts closed by one representative may be reassigned by the Company to be recanvassed by a different representative.

Commissions will be paid to the sales representative who handles the recanvassed account for all monthly revenue sold above the monthly revenue on the previous contact.

Recanvassed new connects that are sold by a DASR should be added to the volume of the recanvass representative's BSR allocation for the subsequent campaign.

Commissions credited prior to the reassignment will not be reduced in the event of a loss in revenue.

- E. **Adjusted Accounts** are published accounts that the advertiser is paying less than the NISD amount on the directory advertising order for the previous campaign.

1. DASRs and DTSRs handling adjusted accounts will be paid the appropriate commissions.
2. Major Accounts Representatives handling adjusted accounts will be paid the appropriate bonus based on total Before Service Revenue.

- F. **Charge Back of Commissions for Directory Advertising Sales Representatives, Directory Telephone Sales Representatives, *Telephone Sales Specialty Representatives*.**

1. Commissions will be subject to charge back due to any of the following conditions:

## Article 10

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- a. A contract is subsequently canceled or decreased and all or a part of the advertising for which it was written will not be published, except as provided under recanvassed accounts (see 10.07D).
- b. Adjusted accounts due to the representative's error will result in charge back of commissions or bonus, as appropriate.
  - (1) The Company will notify the affected employee prior to the charge back of commissions.
- 2. *Commissions will not be subject to charge back when the company cancels a product after a canvass reaches sales close.*
- G. Charge back of bonuses for Major Account Representatives will be handled by reducing the revenue results for those accounts considered in the computation of bonuses following the adjustment. *Bonuses will not be subject to charge back when the company cancels a product after a canvass reaches sales close.*
- H. *Charge back of bonuses for Directory Special Account Representatives will be handled by reducing the revenue results for those accounts considered in the computation of bonuses following the adjustment. Bonuses will not be subject to charge back when the company cancels a product after a canvass reaches sales close.*

### 10.08 Pay Periods.

- A. Wage rate payments on Wage Scales M1, S1, S2, SR, P1, P2, T1, and T2, will be paid on bi-weekly payrolls.
- B. Payments for commissions will also be paid on bi-weekly payrolls and included in the same check as the wage payments. However, the period covered for the commissions will be for the two weeks' period preceding the two weeks' period covered by the wage payment.

**10.09 Exempt Employees.**

Employees exempt from the Wage and Hour section of the Fair Labor Standards Act, as amended, will receive basic weekly pay and differential payments under the provisions of 4.07G. None of the provisions of 4.01, 4.02, 4.04, 4.05, 4.06 and 4.07 A, B, C, D, E, and F will apply to such exempt employees.

**10.10 Other**

- A. Final Payments -- Commission payments due at the time of terminations will not be made until sufficient time has elapsed for all contracts to be confirmed, advertising copy approved by customer and/or published, up to 6 months following publication.
- B. Promotions and Transfers -- Wage Scale P2 will be considered as the scale that is applicable in determining promotions, demotions and transfers for Directory Advertising Sales Representatives. Wage Scale T2 will be considered as the scale that is applicable in determining promotions, demotions and transfers for Directory Telephone Sales Representatives. *Wage Scale S2 will be considered as the scale that is applicable in determining promotions, demotions and transfers for Telephone Sales Specialty Representatives.*
- C. Awards and Prizes -- As an additional incentive to further stimulate sales and sales representative's earnings, contests may be conducted and appropriate prizes awarded.

**ARTICLE 11****SUSPENSIONS, DISCHARGES AND DEMOTIONS****11.01 Limitations.**

- A. In the event an employee is suspended or discharged, a charge that the suspension or discharge was without just cause will be handled in accordance with the following:
  - 1. If the employee has six months or less of seniority, a charge that the discharge was without just cause will be subject to the full grievance procedure set forth in Article 21 but will not be subject to arbitration.

## **Article 11**

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2. If the employee has more than six months of seniority, a charge that the discharge was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.
  3. If the employee has been suspended, a charge that the suspension was without just cause will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.
- B. In the event an employee is demoted, a charge that the demotion was without just cause will be handled in accordance with the following:
1. If the employee has less than three months service in the job from which he/she was demoted at the time of the demotion, the matter will be subject to the grievance procedure set forth in Article 21 but will not be subject to arbitration.
  2. If the employee has three months or more of service in the job from which he/she was demoted, the matter will be subject to the full grievance and arbitration procedures set forth in Articles 21 and 23.

### **11.02 Reinstatement.**

- A. In the processing of grievances or arbitration, unless the parties at the Executive level mutually agree to the contrary with respect to the particular grievance or arbitration case, the following will apply: If as a result of such grievance or arbitration procedure it is determined that the employee was discharged, suspended or demoted without just cause, the Company agrees to reinstate the employee and to reimburse him/her according to the following:
1. In a discharge case, the employee will receive his/her regular pay for the time lost less the amount of any termination pay received from the Company and unemployment compensation received or receivable, and any amount paid to or receivable by the employee as

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wages in other employment; and the employee will receive an additional seven percent (7%) of the remaining amount.

2. In a suspension case, the employee will receive his/her regular pay for the time lost less the amount of any unemployment compensation received or receivable, and any amount paid to or receivable by the employee as wages in other employment.
  3. In a demotion case, the employee will be made whole for the difference, if any, between his/her rate on the job from which he/she was demoted and his/her rate on the job to which he/she was demoted for each day he/she remains on the lower-rated job.
- B. An employee reinstated as the result of an arbitration case will also be entitled to the following:
1. If the employee has paid medical insurance premiums under the BellSouth COBRA plan, he/she will be reimbursed for these premiums for any period covered by backpay, up to the 18 month COBRA limitation.
  2. The employee will receive a TIA or other lump sum amount calculated to include the time off the payroll. Such amount will be calculated at the standard award percentage of the employee's basic weekly wage rate (at the time of reinstatement) times 52.2.
  3. Provided an employee was enrolled in the savings plan prior to termination and contributes his/her share to the plan upon reinstatement, the Company will pay the appropriate matching funds and interest. Interest will be based on composite of all funds for the period the employee was off the payroll.



**ARTICLE 12**  
**PROMOTIONS, TRANSFERS, JOB VACANCIES AND PLACE**  
**OF REPORTING**

**12.01 Advertising Anticipated Job Vacancies.**

A. Job vacancies within the bargaining unit *will be adequately advertised via an electronic job posting system.*

1. The following jobs are considered as career entrance level jobs:

Directory Clerk

Office Clerical Assistant

- a. Before filling the above jobs by the hiring of new employees, the Company will give prior consideration to surplused employees from other entities and employees who have valid requests on file for these jobs.
  - b. The transfer or reclassification of an employee from one entrance job to another, or from a non-entrance job to an entrance job, with a higher top basic rate may be handled under 12.01B or 12.04 even though such a move would be a promotion for the employee involved.
  - c. The selection of an employee for transfer from one entrance job to another or from a non-entrance job to an entrance job, with a higher top basic rate, will be handled under 12.01B. The principle of seniority will be observed if one or more employees have requested such transfer under 12.01B.
2. *Vacancies will be advertised via the electronic job posting system for 7 calendar days and will include as much specific information as is available (work location, any special requirements, etc.) A written copy of advertised vacancies will be provided to designated CWA Staff Representatives and the appropriate Union President.*

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**B. Requests.**

1. *Requests may be submitted to the electronic job posting system by regular employees for a specific vacancy or future vacancy.*
  - a. *Requests will be valid if posted before the close of the job ad.*
2. *Regular employees may have an unlimited amount of specific requests (i.e. requests attached to currently posted vacancies) regardless of intra- or inter-company requests and submit up to ten (10) future requests for promotions, demotions or transfers regardless of intra- or inter-company requests between the following companies: BellSouth Telecommunications, Inc., BellSouth Corporation-Headquarters, BellSouth Business Systems, Inc., BellSouth Communication Systems, Inc., BellSouth Public Communications, Inc. and BellSouth Advertising and Publishing Corporation.*
3. *Former regular employees of the companies in "2" above returning to service in a temporary position may submit requests for transfers, demotions, or promotions after three (3) months.*
4. *In the event the Company selects an employee whose requests were not on file before the close of the job ad, other employees with requests that were not on file before the close of the job ad may grieve the selection.*
5. *The Company will immediately acknowledge receipt of request(s) for movement by electronic confirmation via the electronic job posting system.*

*Employees may review the current status of their requests on-line and cancel requests at any time.*

  - a. *Specific requests (i.e., requests attached to currently posted vacancies) are only valid until the vacancy is filled and will then be purged from job-posting system.*

## Article 12

- b. Future requests will expire at the end of the quarter in which 12 months is attained unless renewed or cancelled sooner by the employee.*
6. The Company may fill more than the advertised number of vacancies. The Company is not required to fill advertised vacancies.
7. *The Company is not required to consider a request unless the requestor has met test qualification requirements for the job under consideration. (Note: This only applies to tests available at Company test centers.) However, if the Company selects an employee who was not test qualified as of the date the job ad closes, other such requestors may grieve.*
8. The Company may not consider transfer requests unless the requestor meets time-in-title, location, circuit, work group or shift requirements. If the Company selects an employee not meeting these requirements, other such requestors may grieve.
- a. The minimum requirements are:
- |   |                  |
|---|------------------|
| Major Account Representative                    | 18 months        |
| Directory Advertising Sales Representative      | 24 months        |
| Directory Special Account Representative        | 24 months        |
| Directory Telephone Sales Representative        | 18 months        |
| <i>Telephone Sales Specialty Representative</i> | <i>12 months</i> |
| All other titles:                               | 18 months        |
- b. If an employee is expected to reach time-in-title requirements, as stipulated above, by the sixth Sunday following the date the employee would be notified of selection, the employee will be considered as having met the time-in-title criteria.*
9. An employee selected for intra-location circuit, work group, or shift transfers may be selected for inter-location movement after 12 months.

10. A 24-month requirement applies for new hires who request transfers out of state or area, whichever is smaller. A 36-month time in company requirement is applicable for movement between companies.
11. The provisions of 9.01A will apply to all employee-initiated transfers.
12. Notwithstanding any other provisions of this Agreement, an employee transferring into a location under the provisions of 12.01 after the Company has determined to employ temporary employees under Article 7 will lose his/her seniority service for treatment under Article 7. Coincident with or prior to granting such transfer request, the employee will be advised in writing of his/her seniority treatment. After all other regular employees in the location have been offered treatment under Article 7, such transferred employees will have full seniority rights restored for all purposes except for an offer of termination pay.

#### **12.02 Filling Job Vacancies.**

- A. Vacancies will be filled by candidates in the following categories provided that needs of the business will permit the release of the requesting employees from their present assignments:
  - Mandatory Return from leaves, legal requirements
  - Transfers at the instance of the Company to correct an imbalance in the workforce.
  - Force Adjustments
  - Change in place of reporting, work group or circuit in the same title, within a location. In instances where a candidate covered by this category is selected and a replacement is thereby necessary that replacement will be made from candidates from the categories below:
  - Retreats as covered by 12.02D1 and 12.02D2.
  - Recall from layoff.

## Article 12

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- Lateral/Demotion/Promotion transfer requests. When filling vacancies the Company will first determine qualified internal candidates and select from these candidates.
- Non-mandatory return from leaves.
- Candidates available from other sources will be grouped with internal requesters when the above order has not filled the vacancy or vacancies.

The Company will ordinarily follow the above order in filling vacancies. The Company, however, may due to a business reason select candidates without following the above order.

1. The Company is not required to consider a request for promotion from an employee on leave of absence. However, if an employee on leave of absence is selected for promotion, all other employees who are on leave who have valid requests on file must be considered under the appropriate provisions of 12.02.
  2. Nothing in this Agreement is to be construed as prohibiting the Company from giving consideration in filling job vacancies to employees who do not have requests on file under the provisions of 12.01.
  3. Requesters with deficiencies that may affect their chances for being selected will be informed as to the deficiency. (Deficiencies will include, but are not limited to, failure to satisfactorily complete required tests, failure to meet requirements set forth in 12.01B7, 8 and 9.
  4. When an employee is selected to fill a job vacancy, the employee will be released from his/her present assignment as soon as practicable but in any event no later than the sixth Sunday following the date the employee is notified.
- B. In filling vacancies within an entity, the Company will give consideration to seniority, qualifications, needs of the business, and the reason the candidate desires the job vacancy, and, if the candidate is returning from a leave of absence or a layoff, whether he/she due to medical impairment is no longer able to perform the essential functions of his/her job which

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would render him/her unqualified to do the work, or whether he/she has been guilty of misconduct during the leave or layoff which would have been proper cause for discharge.

- C. When an employee is notified that he/she has been selected to fill a vacancy, the company must be notified of his/her acceptance within three (3) business days after the offer.
1. When an employee accepts the job offer all of his/her other requests on file will be considered as withdrawn.
  2. If an employee rejects a requested move, or fails to notify the Company within 3 days of the job offer, the job offer will be considered rejected. The employee will not be entitled to replace such request for a period of 12 months from the date of rejection.
- D. Retreats.
1. An employee may request retreat from the job for which he/she was selected within six (6) months from the date of placement. The employee may elect to retreat to his/her former job or to an equal or lower level job for which he/she is qualified provided an opening exists.
    - a. Following any retreat, a request for other employment movement would not be valid for 24 months from the date of the retreat.
  2. An employee who is transferred or promoted under this Article to a new job and who cannot satisfactorily complete training or who cannot perform satisfactorily on the job during the six months following the completion of training may be reassigned to his/her former job or an equal or lower level job for which he/she is qualified provided a vacancy exists. If no vacancies exist or if an employee declines such vacancies he/she will be terminated with termination pay under 8.03B.
  3. All retreats and reassignments under this provision will be treated under 9.01A.
- E. The notice of selection activity will be furnished to designated CWA staff and each local president. This information will

## Article 12

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include the names and seniority dates of persons selected *and the reporting department.*

- F. No employee will be denied promotion, demotion, or lateral solely because he/she has not had the opportunity to complete Company sponsored training classes related to his/her present job or Company sponsored training classes related to the job that is to be filled.
- G. See 21.06 for information regarding grievances involving the filling of vacancies.

### **12.03 Promotional Increase Treatment.**

When an employee within the bargaining unit is promoted to a higher-rated job within the bargaining unit, he/she will receive at the time of promotion the applicable promotional wage treatment as set forth in 2.06.

### **12.04 Transfers at the Instance of the Company.**

- A. When the Company decides that a job is to be filled by transfer from one location to another, preference will be granted in the order of seniority to employees who are willing to accept the transfer provided they meet the requirements of the job to be filled and provided that their transfer can be accomplished without incurring extraordinary expense.
  - 1. Notice that a job is to be filled under "A" above will be adequately posted at the place of reporting within the location of all employees within the department holding the title from which the transfer will be made and will be limited to requests received within seven (7) days from such employees who are willing to accept the transfer.
- B. When it is necessary to fill a job by transfer from one location to another and no qualified employee within the Department from which the transfer is to be made is willing to accept the transfer on a voluntary basis, the transfer will be made by transferring in the inverse order of seniority the most junior qualified employee in the wage scale within that department from within the location who can meet the requirements of the job to be filled provided there is a qualified replacement

available in the title originally posted under "A" above and such transfer will not result in a special hardship to such employee or his/her immediate family.

1. After the transfer has been made under "B" above, the Company may correct any force imbalance in the location that was caused by the transfer by moving the junior qualified employee in the title designated under "A" above into the vacated position.
  2. In those instances where the Company has designated an employee to involuntarily transfer to another location and a qualified employee in the specified location who otherwise would be acceptable subsequently volunteers to transfer rather than the designated employee, the transfer will be considered as being made under 12.04B.
- C. When the Company decides that a job is to be filled by transfer from one job to another within the same location and no promotion is involved, the job will be filled by the senior qualified employee, in the title, in the department from which the transfer is to be made who has requested the transfer under 12.01, needs of the business permitting. If no such employee has requested the transfer under 12.01, the job will be filled by transferring in the inverse order of seniority the most qualified employee in the wage scale within that department from within the location who can meet the requirements of the job.
- D. Use of 12.04B for transferring employees to same or other jobs in other locations will be limited to those situations in which a force imbalance exists or as directed by the provisions of Article 7. A force imbalance exists when the number of employees performing the required volume of work is proper but is improperly distributed by location. Transfers under force imbalance circumstances will be confined to locations within 100 miles of his/her present location.
- E. When the Company decides that a job would be filled by involuntarily transferring employees from one job to another, within the same location, or outside the location, it will not



## Article 12

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affect the running of the time-in-title nor the time-in-location referred to in 12.01B7,8 and 9.

### **12.05 Temporary Transfers.**

A. None of the foregoing provisions of this Article will apply to temporary transfers, which are defined as follows: An employee will be in a temporary transfer status when he/she is assigned to work outside his/her permanent reporting location and is not returned to such location on Company time at the conclusion of the day's work.

1. When an employee is to be assigned to work outside his/her permanent reporting location, the Company will advise the employee whether he/she will be temporarily transferred, or be returned to his/her permanent reporting location at the conclusion of each day of work. In the event that the employee is returned to his/her permanent reporting location at the conclusion of the day's work, the assignment will be considered as "all in a day's work".
2. The Company may terminate a temporary transfer by returning the employee to his/her permanent reporting location on Company time and expense. However, temporary transfers will not be terminated on non-scheduled or non-work days prior to the completion of the employee's temporary assignment, except as follows:
  - a. When the employee's services are temporarily needed in his/her permanent reporting location for a full tour or more.
  - b. Employees may be permitted to take their scheduled vacation, unscheduled vacation, excused time, or Paid Personal Time etc., while on a temporary assignment. In this event, the Company is obligated to return the employee to his/her permanent reporting location on Company time and travel expense, provided he/she wants to commence his/her vacation from his/her home base. Should the employee elect to commence his/her vacation at his/her temporary location and continue to receive his/her per diem allowance, he/she

may do so, if the per diem cost for the period does not exceed the cost of returning the employee to his/her permanent reporting location and back to the temporary location on Company time and expense.

- c. When the employee becomes ill to the extent that he/she is unable to work, and his/her illness is expected to continue for an extended period. In this event, his/her temporary transfer should be terminated as soon as he/she is able to travel. (An illness that is expected to be of short duration should be handled in accordance with "c" above if the employee is able to return to his/her permanent reporting location.)
3. When an employee's temporary transfer is terminated under the conditions outlined in 12.05A2b, and c above, he/she may be placed back on the same temporary assignment, provided he/she returns to the temporary location on his/her first scheduled day to work after his/her transfer was terminated. If the employee performs work in his/her permanent reporting location after a temporary transfer has been broken, he/she should not be placed back on temporary transfer except as required or permitted under the selection procedures outlined in 12.05C1 or C2.
4. A temporary transfer may be terminated without the employee having to physically return to his/her home base. He can be paid for the equivalent time and travel expense that would have been incurred had he/she actually returned. Such time and expense should be based on the means of transportation authorized by the Company at the beginning of his/her temporary transfer.
- B. The Company recognizes the undesirability, both from the standpoint of the transferring employees and the resident employees, of temporarily transferring employees to work away from their regular location for extended periods, and will neither make nor effectuate such transfers except to meet needs of the business.

1. When it does become necessary to temporarily transfer an employee(s), such employee(s) will be given as much advance notice as feasible. Where the temporary transfer is beyond reasonable commuting distance and is expected to last in excess of one week, and the employee(s) was not given as much as five (5) days of advance notice, he/she should be given a reasonable amount of time off with pay, if needed, to handle his/her personal business prior to being transferred. Such excused time should not exceed one tour for interstate transfers or one session for intrastate transfers.
- C. The following procedures will be followed in the selection of individual employees for temporary transfers. However, in emergency situations the Company may transfer work groups without applying these procedures.
1. When it becomes necessary to transfer employees temporarily to an assignment expected to be of more than one week duration, the Company will make a determination as to the work unit or units from which it desires to make such transfers. (Work unit for this purpose will be all employees within a given title who have a common place of reporting and who perform the same job duties.) All employees in the unit or units will be notified of the proposed transfer, either by personal supervisory contacts or by a notice placed on bulletin boards within the selected unit or units. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedure does not produce a sufficient number of volunteers, all employees holding the same title and who are performing the same job duties within the location (in multi-district locations, the district) and department from which the transfers are to be made will be notified of the proposed transfers, either by personal supervisory contacts or by notices placed on bulletin boards. Qualified employees volunteering for the

assignment will be selected and transferred in order of seniority, needs of the business permitting. Should additional employees be needed, selection will be made in the inverse order of seniority from among qualified employees, in the same job title and department who are performing the same duties, within the same location (in multi-district locations, the district) from which the Company elects to make the transfer, needs of the business permitting, provided such transfers will not result in a special hardship to such employees or their immediate families.

2. When temporary transfers are expected to be of one week duration or less, the Company will make a determination as to the work group in the location from which it desires to make such transfers. Where practicable, all employees in the work group will be notified of the proposed transfer, either by personal supervisory contact or by a notice placed on the bulletin board within the selected work group. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedure does not produce a sufficient number of volunteers, volunteers will be sought using the same procedure from among all employees in the work unit in the location from which the Company desires to make such transfers. Those qualified employees volunteering for the temporary assignment will be selected and transferred in order of seniority, needs of the business permitting.

If the above procedures do not produce a sufficient number of volunteers, the transfer will be made by transferring in the inverse order of seniority the first qualified employee in the work unit from which the Company has elected to make the transfer, needs of the business permitting, provided such transfer will not result in a special hardship to such employee or his/her immediate family.

## Article 12

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3. When temporary transferees under 12.05C are transferred to a location in another state, resident employees in work groups in that location performing the same work as that being performed by the temporary transferees will be offered six day work opportunity whenever the temporary transferees are offered six days.
- D. Basic pay treatment for temporarily transferred employees will continue in accordance with the wage progression scale in effect for their job classification at their home location. Any evening or night differential payments applicable will be paid in accordance with the schedule for such differentials in effect in the offices in which they are temporarily working.
- E. Transferred employees will be returned to their permanent reporting location on a seniority basis under the following conditions:
  1. When the need for temporary employees diminishes to a point where some employees may be returned.
  2. When junior employees are available while senior employees from the same location (or work unit as appropriate), in the same title, are on temporary duty in other locations, the junior employees will be assigned to relieve the senior employees concurrent with the senior employees' next Company-paid weekend home visit, provided:
    - a. The junior employee(s) is qualified to relieve the senior employee(s).
    - b. The work being performed by the senior employee(s) can be prudently reassigned.
    - c. The senior employee(s) makes a request to return home.
  3. When employees in location "A" are selected and temporarily transferred to location "B", such employees should not be subsequently moved to another location with the following exceptions:

- a. When such employees are to perform work in a location within 40 miles of location "B", those initially selected may be so utilized.
    - (1) When it is known in advance that the employees selected are to perform work in another location within 40 miles of location "B", this information should be made known to the appropriate employees at the time such employees are being canvassed. Also, when the expected duration of such work is known, the employees will be so advised at the time of canvassing. The Company will endeavor to keep such movement, within the cluster at a minimum, needs of the business permitting.
  - b. When employees in location "A" are selected and temporarily transferred to location "B" and the need for work develops in a location more than 40 miles from location "B", the selection process specified in 12.05C should be reinstituted and the appropriate employees in location "A" should be given the opportunity to volunteer for the assignment.
- F. Temporary transfers for the purpose of training will be excluded from the requirements of 12.05C1, C2 and 12.05E.
- G. The movement in and out of locations within a State and between States of employees in the job title Directory Advertising Sales Representative is not a temporary transfer under 12.05.

## **12.06 Appeal Rights.**

The decision of the Company on any of the factors mentioned in 12.01, 12.02, 12.04, 12.05 and 13.06 will be subject to the grievance procedure set forth in Article 21. After exhaustion of the grievance procedure, a charge of bad faith or arbitrary action will be subject to the arbitration procedure set forth in Article 23. If the Arbitrator finds that the Company acted arbitrarily or in bad faith, the Company will promptly take the necessary steps to correct such action.

## **Article 12**

### **12.07 Place of Reporting.**

A. The Company will designate the place at which employees will be required to report for work.

1. Change in place of reporting allowance will be handled in accordance with 9.02A.
2. When permanent changes in place of reporting are to be made to initially staff, in part or whole, a new work group (as distinguished from relocating an existing work group), the following procedure will apply. The Company will designate the work group(s) from which employees will be assigned. Those employees from the designated work group(s) who desire the assignment and whose services may be profitably utilized at the new location(s) will be assigned in order of seniority. Such assignments will be made, needs of the business permitting, up to the number of employees the Company desires.

If additional employees are still needed, such additional assignment as the Company deems it appropriate to make will be made in inverse order of seniority, from the same designated work group(s), provided the employee's services may be profitably utilized at the new location, needs of the business permitting.

### **12.08 Time Considered Worked.**

- A. Time during the scheduled or assigned hours of an employee which is spent at the direction of the Company in travel will be considered as time worked.
- B. Time spent by an employee, at the direction of the Company, in traveling before or after the hours of his/her scheduled or assigned tour, which may be described as "all in a day's work" (See 12.05A1), will be considered as work time. It is not intended that this provision be applied to travel on a day the employee was not scheduled or assigned to work or to travel which consumes a considerable period of time.
- C. Where a total of travel time required by the Company and time worked on a scheduled tour exceeds the length of a

normal tour in one day and the employee spends at least one night away from his/her permanent reporting location, the employee will be paid for travel time in excess of such hours.

- D. Where an employee is directed to travel continuously for more than a full working day, the time spent traveling during his/her scheduled or assigned tours will be considered as time worked. The application of this provision will not result in an employee being paid for fewer number of hours than is contained in a normal work week.
- E. An employee required by the Company to travel on a day on which he/she was not scheduled will be considered as working on such day for the number of traveling hours up to the length of a normal tour.
  - 1. Insofar as it is practicable the Company will not require employees to travel on Sundays and holidays.
- F. When travel time is considered as time worked it will be paid appropriately.
- G. Employees exempt from the Fair Labor Standards Act, as amended, will not require any extra or overtime payment for time spent in traveling on Company time.

## **ARTICLE 13**

### **APPLICATION OF SENIORITY**

#### **13.01 Extent and Limitations. (For definition of "Seniority", see 1.30)**

In matters relating to assignment of hours and vacations, layoffs, rehiring after layoffs, voluntary transfers, involuntary transfers and promotions, seniority will govern to the extent and with the limitations set out in 3.02A, 5.06A, Article 7, 12.07A2, 12.01A1b, 12.01A1c, 12.01B9, 12.02, 12.04 and 12.05B respectively. The provisions of 13.03, 13.04, 13.05 and 13.06 will likewise apply.



**Article 13**

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**13.02 The application of the principle of seniority will be on the following basis:**

- A. For assignment of tours, the provisions of 1.29 notwithstanding, the work group will apply with the following exceptions:
  - 1. The Company and the Union may agree at the Director/Regional Sales Manager or higher level to assign tours in some manner other than by work groups.
  - 2. Employees who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work will be grouped together for choice of tours.
- B. For Vacations, the work group with the following exceptions:
  - 1. The Company and the Union may agree at the Director/Regional Sales Manager or higher level to assign vacations in some manner other than by work groups.
  - 2. Employees in the same or different titles having the same or a different place of reporting, who work under the same immediate supervisor may be grouped together for vacation selection purposes, provided they regularly relieve each other.
  - 3. Employees, other than those covered in 13.02B2, above who have a common title, a common place of reporting, a common second level supervisor (or higher level in the absence of a second level), and who perform the same type work will be grouped together for choice of vacations.
    - a. For the purpose of vacations, the work group for Directory Advertising Sales Representatives will be the Regional Sales Manager's (RSM) Premise Sales Organization. If, prior to vacation selection, the RSM level and the Union agree, Directory Advertising Sales Representatives may be grouped by circuit.
    - b. For the purpose of vacations, the work group for Directory Telephone Sales Representatives will be

those Directory Telephone Sales Representatives reporting to one location in the Regional Sales Manager's (RSM) Telephone Sales Organization. If, prior to vacation selection, the RSM level and the Union agree, Directory Telephone Sales Representatives may be grouped by circuit.

- C. For involuntary transfers under the provisions of 12.04, the Company Headquarters will be considered a separate location for all employees on the Headquarters payroll who are located in the Headquarters location.
- D. For Promotions, the State will be considered to be the smallest appropriate unit.
- E. For the purpose of layoffs and recallings after layoffs, the provisions of Article 7 will apply.

### **13.03 Choice of Tours.**

- A. Employees will have the opportunity to exercise their seniority in preference for choice of tours, not less frequently than every thirteen weeks (except where an employee enters the work group after assignment of tours have been made as outlined in Article 3). Employees returning from leaves of absence, layoff, employees coming in by transfer or employees who have their service bridged (entitling them to additional seniority), will be granted choice of tours in accordance with their seniority at the next revision of the schedule. Once the basic schedule is completed on the basis of the above, no change will be made in basic tour assignments until the next selection period except when the Company finds it necessary for needs of the business to revise the basic schedule in less than thirteen weeks. With each such revision in a basic schedule the opportunity to exercise preference for choice of tours will be afforded.
- B. Details of procedures for assignment of tours in accordance with the above, and subject to the provisions of 3.02, are shown in Paragraphs 3.03 and 3.04.

**13.04 Employees Transferred.**

With the limitations set forth in 13.03, employees transferred from any other BellSouth Company will receive credit for their seniority.

**13.05 Effect on Posted Work Schedule.**

It is not the intent of this Article or any provision in this Agreement to require the Company to revise a posted work schedule so as to assign an employee transferred into the work group the tours his/her seniority would otherwise entitle him/her to. Similarly, it is not the intent to require a shift in a vacation schedule to accommodate a transferred employee, or any employee returning from a leave of absence.

**13.06 Preference For Training.**

A. When an employee within a location is to be selected for formal training to equip him/her for some higher-rated work, the principle of seniority will govern.

1. "Formal training" includes the selection of employees from within a work group who are regularly scheduled to work part time or to relieve in another job in accordance with 4.07H, and the principle of seniority will be observed among all the members of the work groups who are grouped together for the purpose of overtime and vacation selections at the same place of reporting.
2. In the case of an unanticipated need for selecting a person from within a work group to fill in temporarily in another job in accordance with 4.07H, the principle of seniority will be observed if such assignment extends beyond work on three consecutive work days.

B. If job technology or functions are to be changed within a job title within a work group to the extent that the incumbents will not be able to satisfactorily perform in the job without successfully completing additional company-sponsored job-specific training, and the company has established the attainment of a minimum test score as a prerequisite to taking

the training, the company will notify all of the incumbents in all of the work groups affected within a location.

1. Such incumbents will then be offered an opportunity to take the prerequisite test as soon as practicable following such notification and, if they meet minimum test score requirements, will be considered as qualifying for taking the job-specific training.
2. Those incumbents in (1) above who fail to meet the required minimum test score will be advised of the areas in which they appear to be deficient and will be given the opportunity to receive appropriate general skills training under the Training and Retraining Program. If they complete such training they will then be considered as qualifying to the same degree as those in (1) above for taking the job specific training.
3. If an incumbent declines to take the prerequisite test at all, or declines the process offered in (2) above, or fails to successfully complete the job-specific company sponsored training, he/she will be assigned to the unchanged functions within the title within the location to the extent such work is available on a full time basis, so long as such assignment will not adversely affect operations efficiency. If such assignment is not made, or at such time such assignment cannot be continued, the employee may be treated as an "operational efficiencies" surplus under Article 7.

## ARTICLE 14

### JURISDICTION OF WORK

#### 14.01 Contract Work.

- A. The Company will not, as a general policy, contract out traditional telephone company directory work if such contracting out will currently and directly cause layoffs or part-timing employees. However, for various reasons, including but not limited to law, regulations, changing industry structure, economic conditions, and business considerations, it is not possible to make specific

#### **Article 14**

commitments on contracting out work elements of the business.

- B. In making decisions regarding contracting out of work, it is management's objective to consider carefully the interests of the customer, the concern of employees as to its effect on them, and all other considerations essential to the management of the business.
- C. The Company will notify the Union in advance of implementing major changes in the use of contract services.

#### **14.02 Non-Performance of Craft Work by Supervisors.**

The Company agrees that it will not as a general practice work supervisory employees who are classed as "Executive" employees under the provisions of the Fair Labor Standards Act, as amended, on work ordinarily performed by non-supervisory employees except for purposes of instruction or to meet emergency conditions. The parties recognize, however, that there are proper exceptions to this general practice, made in the interest of the service or economical operation, and in such cases nothing herein is intended to prohibit the Company from working such supervisory employees on non-supervisory work.

### **ARTICLE 15**

#### **JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS**

##### **15.01 Job Titles and Classifications**

Whenever the Company determines it appropriate to create a new job title or job classification in the bargaining unit, or to restructure or redefine an existing one, it will be handled as follows:

- A. The Company will notify the Union in writing of such job title or classification and will furnish a job description of the duties and the wage rates and schedules initially determined for such job titles and classifications. Such wage rates and schedules will be designated as temporary. Following such notice to the Union at the Company bargaining level, the Company may proceed to staff such job title or classification.

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- B. The Union will have the right, within thirty (30) days from receipt of notice from the Company, to initiate negotiations concerning the initial wage rates or schedules established as temporary by the Company.
- C. If negotiations are not so initiated or if agreement is reached between the parties within sixty (60) days following receipt of notice from the Company concerning the wage rates and schedules, the temporary designation will be removed from the job title or classification.
- D. If negotiations are initiated and the parties are unable to reach agreement within sixty (60) days following receipt of notice from the Company, the Union will provide the Company in writing a statement of their position containing the wage rate they consider appropriate for the new or restructured job. The issue of an appropriate schedule of wage rates will then be submitted to a neutral third party (NTP), to be selected as set forth below, for determination of the final schedule of wage rates.
- E. It is expected that agreement on a job description be reached during the negotiation. If such agreement is not reached, a joint job description verification study will be undertaken to ensure that the work components assigned to the job by the Company are accurately described. If, following this verification study and any resulting modifications to the job description, agreement still cannot be reached that the work components are accurately described, grievance and arbitration procedures may be initiated. Such grievances must be filed by the Union at the Executive level within the sixty (60) day period described in "D" above.
- F. Once the parties agree the job has been accurately described or the matter has been resolved by arbitration, the Company and the Union will notify the NTP that he/she has been selected and arrange a meeting within the third or fourth week of the first thirty (30) days at a place mutually agreeable with all parties. The NTP will also be informed that each of the parties will send their written rationale for the proposed wage rate of the disputed job to the NTP within two (2) weeks. This

## Article 15

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will include a job description and other agreed upon information. (Memorandum of Understanding)

- G. The Union and Company will meet within two (2) weeks and exchange their rationale for their proposed rate. This will normally include comparisons of not more than two (2) existing bargained-for jobs that each party feels will justify their position. They will jointly mail the required material to the NTP. This material will include: (1) an agreed upon job description of the disputed job, (2) the job descriptions of existing jobs (not more than two) that each party feels justifies the rate of the disputed job and the wage schedule that each party believes should apply, and (3) the parties may include information such as competitive market rates if they so desire. (Memorandum of Understanding)
- H. At the meeting, each party may verbally present its position to the NTP. This meeting is for the purpose of providing the NTP with detailed information concerning the duties of the job, the skills required, the training necessary to perform the work and other related information. Similar information for the comparable jobs as detailed in "G" above may be provided so that the NTP can expeditiously render a fair and informed decision determining the wage rate for the disputed job. It is generally expected this informative meeting would be concluded in one (1) day or less and be completed within thirty (30) days of the NTP selection. Each party will bear the expense of its representatives and witnesses at this meeting.
- I. At the conclusion of this meeting, the NTP must notify the Union and Company if additional information or a job visit is required. The parties will coordinate the provision of additional information or a job visit. If the Union and Company representatives wish to accompany the NTP on the job visit or incumbent interview, they may do so. All of these arrangements must be made so that the decision can be reached within sixty (60) days. (Memorandum of Understanding)

- J. While it is not intended that such third party undertake a full and complete job evaluation study, he/she or she will review the job titles and their respective wage schedules as submitted by the Company and the Union for comparison purposes. Also, if necessary the NTP may make an on-site inspection of the workplace and conduct a reasonable number of interviews of incumbents.
- K. The decision should include a brief rationale for the wage schedule that was selected for the disputed job. The intent is that the NTP will select either the wage schedule submitted by the Company or the Union. In the event the NTP selects the wage schedule submitted by the Union, the new schedule will be placed in effect retroactively to the date notification was given to the NTP as specified in "F" above, up to a maximum of sixty (60) days. If the parties mutually agree to waive the time frames specified in Article 15, the period of retroactivity will be a negotiable item to be addressed in the final evaluation of the issue.
- L. The expense of the NTP will be borne equally by the parties.
- M. The neutral third party referred to above will be selected by mutual agreement from a list of five individuals compiled by the Company and the Union. Such individuals on the list will possess acknowledged expertise in the area of job evaluation.

#### **15.02 Procedures to Contest Schedule of Wage Rates.**

The procedures set forth in 15.01 above will be the exclusive means by which the Union may contest the schedule of wage rates which the Company sets for any new or restructured job title or classification.

### **ARTICLE 16**

#### **HEALTH AND SAFETY**

##### **16.01 Health and Safety Committee**

The Company will continue to make provisions for the safety and health of its employees. The Union agrees to cooperate with the



## Article 17

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Company in assuring conformance to all established safety regulations.

- A. In order to address issues of joint concern related, but not limited to, issues of safety, VDT usage and ergonomics the parties may, upon mutual agreement at the Executive Level, establish an Occupational Safety and Health Committee. This Committee will consist of an equal number of Union and Company members. The Company agrees to reimburse employees for the time spent in conjunction with attendance at such meetings.
- B. *Upon the request of either party, Company or Union, at the local level (i.e., local CWA President and Director/Regional Manager), a Health and Safety committee (two or more individuals) will be established to identify issues of joint concern. Committees will be responsible for coordinating with appropriate Company subject matter experts in resolving issues of concern, as applicable.*
- C. Any claims that the Health and Safety provisions of this Article have been violated will be subject to the Grievance Procedure outlined in Article 21.08.

### ARTICLE 17

#### UNION FUNCTIONING

##### 17.01 Promotions and Transfers of Union Officers.

- A. The Company agrees that it will not promote or transfer any duly certified local Union representative without the consent of the appropriate CWA representative if such promotion or transfer affects his/her status as a representative of the Union.
- B. The Company will first discuss the proposed promotion or transfer with the employee and if the employee desires the promotion or transfer, then the Company will give the appropriate CWA representative not less than two weeks written notice of the proposed promotion or transfer and the appropriate CWA representative will conclusively be presumed to have consented, unless within two weeks after

receiving such written notification he/she advises the Company in writing that he/she does not consent.

- C. This section does not apply to temporary transfers; however, elected local Union officers (not to exceed five) who have local-wide jurisdiction in all departments will not be transferred involuntarily. If a local has more than five officers with local-wide jurisdiction in all departments, the Union at the state level will designate to the Company at the state level the five titles covered by this provision.

#### **17.02 Bulletin Boards.**

- A. The Union will be permitted adequate space to place bulletin boards on Company property.
- B. Union bulletin boards will conform with those in use by the Company when in adjacent locations and when not in adjacent locations, they will conform with the character of the quarters in which they are located.
- C. The number, type and location of Union bulletin boards will be satisfactory to the appropriate Operations Manager of the Company. The name of the Operations Manager will be given, in writing, to the Local President and appropriate State Director of the Union.
- D. All Union bulletin boards will be plainly designated as Union bulletin boards.
- E. Union bulletin boards will be furnished, installed and maintained by the Union without cost to the Company.
- F. Union bulletin boards will be confined to use by the Union for such matters as announcements of Union meetings, social functions, nomination and election of Union officers, information bulletins containing only factual reports of the progress of results of Union-Management negotiations, and such other matters as may be considered as noncontroversial and not derogatory of the Company or its personnel.

**17.03 Union Activity on Company Property.**

- A. Neither the Union nor its members will carry on Union activities on Company time, nor will such activities occur on Company premises except as set forth in the following sub-sections:
  - 1. Union members who are also employees may solicit members, distribute Union literature and carry on similar Union organization work outside of working periods in space where no Company operations or administrative work is being performed.
  - 2. Any such solicitation and organization work will be limited to small groups of employees (not to exceed eight) and will not be carried on for any considerably continuous period and will not interfere with the operations of the Company or the use of the space by other employees for the purposes for which the space is intended.
- B. If a certified Union representative is a Company employee on leave, or is a former employee, he/she may exercise the rights to engage in Union activities on Company property outlined in "A" above. The Union agrees to save the Company harmless from any claims for accidental injury or loss occurring to such representatives or their property, while on Company premises.
- C. The appropriate local Union President will be notified in writing when new employees are hired. Notification will include the employee's name, work location, report date, and the name of the supervisor to whom the employee reports.
  - 1. The local Union President or their designee will arrange with the appropriate manager to meet with newly-hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. Meetings with individual employees will be thirty (30) minutes. When appropriate, group meetings may be arranged, and may be sixty (60) minutes. The meetings may be coupled with a relief or lunch period. Time spent during the basic scheduled work period for each employee will be paid as time worked.

2. In addition, the Company also agrees to introduce employees transferring into different work groups to the local Union Job Steward assigned to that area.

#### **17.04 Union Activity On Customer Property.**

The Company agrees that it will not discipline an employee for violating any provision of this Agreement solely because he/she refuses to cross an authorized picket line established in connection with a lawful strike by the employees of another employer at premises where such striking employees were working.

#### **17.05 Union Representation.**

At a meeting between the Company and an employee in which discipline (warning to be placed in the personnel file, suspension, demotion or discharge) is to be announced, the Union representative from the employee's work group, if available, may be present if the employee so requests. The Union representative will suffer no loss of pay for time consumed in such meeting.

- A. At any investigatory interview between a representative of the Company and an employee, the Company may advise the employee of his/her right to Union representation. The Union representative will suffer no loss of pay for time spent either in the investigatory interview or in counseling with the employee prior to the start of the investigatory interview.

## **ARTICLE 18 RECORDS**

#### **18.01 Personnel Records.**

- A. All personnel records kept by the Company on an employee which may affect the conditions of such employee's employment will be subject to his/her inspection. After such inspection he/she will have the right to initial and date the record as acknowledgment of having inspected the record on that date. Employees personnel records will be made available within 10 working days of request.

## Article 18

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Upon the development of a grievance condition where necessary to develop pertinent facts having to do with the presentation or resolving of such a grievance, the personnel record of any employee will be subject to inspection by the Union upon such employee's written consent. Records not available to an employee at his/her headquarters location will be made available at the employee's headquarters location upon reasonable notice to his/her supervisor that he/she would like to inspect his/her records.

When entries other than those of a routine nature are made to an employee's personnel record which may affect conditions of his/her employment, the employee will be so advised. When such an entry is to be made, the employee will be given the opportunity to affix his/her signature and date acknowledging that the employee has inspected the entry. The acknowledged entry will be placed in the employee's personnel record within seven (7) days from the discussion and does not indicate the employee concurs with the entry.

- B. After a counseling entry has been on file for a period of *15 months* without any intervening disciplinary action pertaining to the same subject matter, it will be removed from the employee's personnel record. A warning entry will be removed after *three (3)* years and all remaining entries will be removed after a period of five (5) years subject to the preceding criteria. Any related data will also be removed with the entry from the personnel record and should not be taken into consideration in the future.

### 18.02 General Records.

Records kept by the Company which are pertinent to collective bargaining between the parties as described in 20.02 will be made available to certified Union Representatives upon request.

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**ARTICLE 19****PENSIONS AND BENEFITS****19.01 Benefit Agreements, Plans And Programs.**

In addition to this Agreement the parties have concurrently executed *nineteen (19)* separate agreements either adopting or amending the following Agreements, Plans or Programs:

- *BellSouth Anticipated Disability Leave of Absence Program*
- BellSouth Pension Plan
- BellSouth Dental Assistance Plan
- *BellSouth Care of Newborn Children Leave of Absence Program*
- *BellSouth Corporate Interest Leave of Absence Program*
- *BellSouth Dependent Care Leave of Absence Program*
- Employee Mortgage Plan
- Employee Stock Purchase Plan
- Family Care Reimbursement Plan
- Group Life and Accidental Death or Dismemberment Insurance Program
- Health VEBA Trust
- Long Term Disability Plan
- BellSouth Medical Assistance Plan
- Short Term Disability Plan
- BellSouth Savings and Security Plan
- Universal Plus (Group Universal Life Insurance Program)
- BellSouth Vision Assistance Plan
- *BellSouth Sabbatical Leave of Absence Program for Non-Salaried Employees*
- *BellSouth Transitional Leave of Absence Program for Non-Salaried Employees*

## Article 19

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The above named Agreements, Plans and Programs are incorporated by reference into this Agreement and become a part of it as though their provisions had been specifically and fully included within this Agreement.

### **19.02 Benefit Plan Eligibility for Part-Time Employees.**

- A. Employees who are hired on or after 1/1/90, and who work as part-time employees will, if otherwise eligible under the terms of all benefit plans, be eligible for coverage under the BellSouth Employees' Medical Assistance Plan, BellSouth Employees' Dental Assistance Plan, and BellSouth Employees' Vision Assistance Plan. For the minimum weekly hours for full-time benefits, service credit and cost of coverage will be prorated based on the number of hours worked as a percent of 37 ½ hours.
- B. Death Benefits will be based on basic pay.
- C. Regular part-time employees who are on the active payroll of the Company as of December 31, 1989 will be eligible for medical, dental and vision coverage on the same basis as a regular full-time employee regardless of classification.

### **19.03 Change Limitation.**

During the life of this Agreement, no change which will affect the employees within the bargaining unit may be made in the terms of the existing Short Term Disability Plan and the "BellSouth Pension Plan" except as follows:

- A. No change which would reduce or diminish the benefits or privileges provided by the Plans may be made without the agreement of the Union.
- B. No change which would increase or enlarge the benefits or privileges provided by the Plans may be made without notice to the Union and an offer to bargain during the sixty (60) days following such notice. Any claim that 19.03B has been violated will be subject to arbitration under the provisions of Article 23.

**19.04 Grievance Procedure Regarding Benefit Plans.**

Nothing herein will be construed to subject the Plans or their administration to the arbitration procedures of Article 23, but such matters may be subjected to the grievance procedures of Article 21. Likewise, nothing herein will be construed to require the Company to bargain during the life of this Agreement, upon the request of the Union, on any change in the Plans.

**ARTICLE 20****UNION-MANAGEMENT CONFERENCES****20.01 Joint Conferences.**

- A. All meetings between representatives of the Union and representatives of the Company will be held at the request of either party upon reasonable notice to the other party. The Company and the Union will give adequate notice in writing to each other of their respective duly authorized representatives and of the general nature of the matter to be discussed.
1. The Union and the Company agree to certify to each other the names of their respective officers and representatives who are authorized to represent the parties at each step of the grievance procedure.
  2. All management employees below the level of Director/Regional Sales Manager, except as specified below, are to be considered as being certified to the Union to represent the Company at the 1st level of the grievance procedure.
    - a. For promotion grievances, selectors are considered as being certified for the level of initial presentation (1st).



- b. Represented employees with "Acting" management titles are not to be considered as being certified.
  - 3. All management employees at the Director/Regional Sales Manager level, except Directors having primary Labor Relations responsibilities, are to be considered as being certified to the Union to represent the Company at the 2nd level of the grievance procedure. (Also, 1st level if the management representative is the aggrieved employee's immediate supervisor.)
  - 4. The Director-Employee Relations or his/her designee(s) are to be considered as being certified to the Union to represent the Company at the 3rd level of the grievance procedure.
  - 5. Any exceptions to "2", "3" and "4" above are to be covered by specific certifications from the Director-Employee Relations.
- B. At the Executive Level, counsel or advisors to the representatives of the Union or the Company may, at the will of either, attend any conference or meeting between the Union and the Company.
- C. At the Executive Level, The Union or the Company may engage, jointly or separately, the services of a stenographer to take down a verbatim record of the discussions held.

**20.02 Collective Bargaining Procedure.**

- A. Bargaining on wages, hours of employment, working conditions and other general conditions of employment will be conducted at the Executive Level of Management by the duly authorized representatives of the Union and by the duly designated representatives of the Company at the Executive Level. The Union and the Company agree to notify each other of the names of their respective representatives who are authorized to represent the parties under this Section.
- B. The Union and the Company hereby respectively assume all rights and obligations, subject to limitations therein expressed, of all valid and subsisting collective bargaining Agreements

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entered into by and between the Company and the Communications Workers of America.

## **ARTICLE 21**

### **GRIEVANCE PROCEDURE**

#### **21.01 Grievance Levels**

In the processing of any grievance, the Company will furnish the Union all necessary and relevant data concerning the grievance as determined by the National Labor Relations Act. If the grievance is initiated at the local level, this information will be furnished to the Local President or authorized Union representative upon request, prior to the informal level in an effort to resolve the dispute at the earliest step. The parties agree that in the handling and adjustment of grievances by the Union the procedures listed below will be followed:

- A. An employee or group of employees will have the right to present to and adjust with the management any grievance as provided in 9(a) of the National Labor Relations Act, as amended, provided, however, that no adjustment will be made with the employee or group of employees involved which is inconsistent with the terms of any collective bargaining agreement between the parties then in effect, and provided further that the Union has been given an opportunity to be present at such adjustment.
- B. After an employee or employees have presented a grievance to the Union for settlement and a Union representative has informed the Company that the Union represents that employee(s) the Company will not discuss or adjust such grievance with said employee(s) unless the aggrieved employee(s) initiate a request that the Company discuss and adjust such grievance directly with him/her, or them, but in no event will an adjustment be made unless a Union representative is afforded an opportunity to be present at such adjustment.

## Article 21

- C. All grievances, other than those involving the true intent (See 21.01C4) and meaning of this or any other agreement between the parties or adversely affecting the rights of other employees, will be handled under the procedure set forth below. For each such grievance initiated by the Union under this Paragraph, the steps in the procedure will be those listed below except as provided 21.06 (Vacancies), 21.07 (Short Term Disability Plan), and 21.08 (Health and Safety).

1st Level	The Informal Level (the level below Director/Regional Sales Manager where the aggrieved employee is employed)
2nd Level	Director/Regional Sales Manager Level
3rd Level	Executive Level

1. 1st Level (Informal Level) - Before formal grievances involving matters other than discharges and demotions are filed at the 2nd Level, there must have been a 1st Level (Informal Level) meeting or conference with the appropriate Union representative and the appropriate Company representative. It is generally agreed that the local steward along with the immediate supervisor would normally be the appropriate representatives. The 1st (Informal) Level meeting may be waived by the consent of both parties in those instances where such a meeting would be unnecessary. When necessary, the Union may request the presence of a grievant, or grievants, if such are involved. This 1st Level meeting is intended to allow both sides to fully explore the incident, develop the facts, state their contentions, clear up any possible misunderstandings and attempt to informally resolve the dispute. No record will be made at this meeting or conference, no papers, forms or written answers are to be filed. (For pay treatment see 21.03 and 21.04.)
2. 2nd Level (Director/Regional Sales Manager Level) Each grievance must be presented as a formal grievance at the 2nd Level within sixty (60) days from the date of the last

occurrence on which the grievance is based by filing a written request for formal grievance meeting (3G3R). This request must be filed with the 2nd Level within fourteen (14) days following the 1st Level meeting described in C1 above.

At the 2nd Level meeting the grievance must be reduced to writing on the Record of Grievance Form (3G3A) adopted by the parties and presented to the Company by the Union at the conclusion of the meeting(s). (For pay treatment see 21.03 and 21.04.)

- a. The Company and the Union have the responsibility to meet, discuss the issue(s) and complete the related paperwork within thirty (30) days of the request for a meeting.
- b. Where mutually agreed upon, the time periods in "a." above may be extended by thirty (30) days.
- c. It is the intent of this article that all grievances must be met on at the 1st Level and appealed in writing to the 2nd Level within sixty (60) days. The 2nd Level meeting is to occur within thirty (30) days of the request. If a recess is mutually agreeable it cannot last longer than thirty (30) days.
- d. Failure of the parties to carry out their responsibilities within the specified time frames will generate an automatic appeal of the grievance to the 3rd Level (Executive Level). The 3rd Level representatives will determine the action necessary to address the time problem issue and will handle the grievance accordingly.
- e. Within fourteen (14) days from the date of the meeting (or the last adjourned meeting) the Management representative with whom the grievance was discussed will inform the Union in writing on four copies of the Record of Grievance Form (3G3A) of his/her proposed position. If the parties agree on an adjustment, the adjustment will be stated as the proposed disposition

on the Record of Grievance Form (3G3A) and both parties will sign two copies of the form and each retain one signed copy.

- f. Within fourteen (14) days from the date when the Union is advised on the Record of Grievance Form (3G3A) of the proposed disposition by the Management representative, the Union will advise the Company on a copy of the Record of Grievance Form (3G3A) whether the proposed disposition is accepted, rejected or appealed. Such advice should be directed to the Management representative with whom the Union discussed the grievance. If the grievance is appealed to the 3rd Level, the Union will promptly forward the grievance to the Union's designated representative. Grievances so appealed may nevertheless be dropped without a meeting and without prejudice to the Union's contentions regarding the merits of the grievance.
  - g. The Union's rejection of the proposed disposition by the Management representative at the 2nd Level will close the grievance without prejudice to the Union's contentions regarding the merits of the grievance.
3. 3rd Level (Executive Level) - On grievances appealed to the 3rd Level, the Union representative will request a meeting with the appropriate Company representative within thirty (30) days of the date of the appeal and that meeting will be held within thirty (30) days of such request. In the event the appropriate Company representative is unable to meet within that time period, the Company and Union may agree to a fourteen (14) day extension for the meeting.
- a. If mutually agreed, 3rd Level representatives may extend the time frame, normally not beyond sixty (60) days, to meet and discuss the related grievance.
  - b. If a meeting is not held by the appropriate Company representative within the greater of thirty (30) days of

the Union's request for a conference or the extended time period due to the fault of the Company, the Company will have defaulted on that grievance. Upon default by the Company, a remedy of the grievance will be fashioned at the Bargaining Level of the Company. If a remedy cannot be agreed upon at this level, the appropriate remedy will be determined by arbitration under 23.01.

- c. All appeals to the 3rd Level will be based upon the record consisting of the Record of Grievance Form (3G3A), Joint Minutes (if any) at the 2nd Level, and any oral or written statements, affidavits or exhibits that the parties at the 2nd Level incorporated into the record.
- 4. Grievances which involve the true intent and meaning of this or any other agreement between the parties or adversely affect the rights of any employee, or employees, if filed by the Union will be initially presented at the 2nd or 3rd Level; such grievances and those involving alleged violations of the Agreement by the Union, if filed by the Company, will be filed at the 3rd Level of the Company with the District Office of the Union. Each such grievance must be presented, orally or in writing, within sixty (60) days from the date of the last occurrence on which the grievance is based.
  - a. When a grievance is filed by the 3rd Level of the Company with the District Office of the Union as described in 21.01C4, such grievance will be accompanied by a written statement of position from the Company representative setting forth the Company's position regarding the grievance. Such written position will include the Company's contentions as to the true facts involved, its allegations as to how the Union has violated the Agreement and, if appropriate, its contentions as to the true intent and meaning or interpretation of any provision of the Agreement. The District Office of the Union will have

- a period of fourteen (14) days in which to reply in writing to the Company's written statement or position and the Union's reply will also set forth its contentions as to the true facts involved, its reply to the Company's allegations, if any, as to how the Union has violated the Agreement and its contentions to the true intent and meaning of the Agreement provisions if such are involved.
- b. If the grievance under 21.01C4 or 21.01C4a is to be arbitrated, the written positions of the parties, or amendments thereto, served on the other party at least fourteen (14) days in advance of the arbitration hearing, will be filed with the arbitrator as exhibits. Such exhibits may be assigned such weight as the arbitrator deems appropriate.
5. When a Union grievance is appealed, the decision of management at the 3rd Level will be given to the Union within seven (7) days after the appeal is discussed at a conference (or last adjourned meeting thereof mutually agreed upon). When the grievance is initiated by the Company under 21.01C4, the decision of the District Office of the Union will be given to the Company within seven (7) days after the grievance is discussed at a conference (or last adjourned meeting thereof mutually agreed upon).
6. Grievance adjustments at the 2nd Level will be final and binding, and will not be used as a precedent by either party, except that an adjustment at the 2nd Level may be made subject to the 3rd Level approval if either party at the 2nd Level notifies the other in writing within fourteen (14) days from the date of the settlement was executed; that a "true intent and meaning" question exists. The parties will not use a local past practice established by a local level settlement to support controversies that develop in other locations. The parties reserve the right to urge that grievances dropped after having been appealed to arbitration may have, or may not have, a precedential

effect in accordance with all of the circumstances. Each party will advise the other of the names of its representatives at the 3rd Level who are authorized to finally approve settlements made at the 2nd Level of the grievance procedure.

- D. In computing any period of time prescribed by any Agreement between the parties hereto, the day of the occurrence, presentation, appeal, decision, request or demand (after which the period of time begins to run) will not be included. The last day of the period will be included, unless it is a Sunday or holiday, in which event the period runs until the next day not a Sunday or holiday. Intermediate Sundays and holidays will be included. Any presentation, appeal, decision, request or demand required to be in writing will be considered to be made on the date it is postmarked, or dated by Personnel, receipted delivery.
- E. The presence of a Union Officer, except those certified under 21.01C6 at the adjustment of any grievance presented by an employee or of employees, under "A" above, will not be regarded as an agreement on the part of the Union that the grievance was properly adjusted.
- F. If the parties agree, grievances appealed to the 3rd Level may be discussed, for possible disposition, by the Company and the Union at the 2nd Level prior to being sent to the 3rd Level. Time involved in this review will not be counted for any other provisions of this Article.

#### **21.02 Pay for Certified Union Representatives**

Subject to the limitations expressed in 21.03 and 21.04, certified Union representatives in the employ of the Company, and other employees necessary to a grievance hearing will suffer no loss in pay for time consumed in meetings with Management on subjects mentioned in this Article and in 20.02, and necessarily consumed in traveling to and from such meetings. Each such employee will give reasonable notice (not less than one working day) to his/her immediate supervisor when any such excusal is to begin and for what period the employee expects to be absent from duty.



## **Article 21**

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Accordingly, in responding to requests for such meetings, management should allow sufficient time in scheduling to permit employees to comply with this "reasonable notice".

### **21.03 Number of Union Representatives in Meetings with Management**

In meetings with Management, the number of persons other than those mentioned in 21.04 below, who will suffer no loss of pay for time consumed in meetings with Management, and necessarily consumed in traveling to and from such meetings, will be as follows:

- A. In the 1st Level (Informal Level), meetings under this Article, one (1); and at the 2nd Level meeting, not more than a total of two (2).
- B. In meetings on subject mentioned in 20.02, not more than a total of seven (7).
- C. The number of Management representatives participating in any meeting will not exceed that of the Union
- D. If the number of Union representatives attending a meeting with Management is greater than the number indicated above, the Union will designate which of its representatives, not to exceed the number indicated above, are to suffer no loss of pay.

### **21.04 Pay for Grievant**

In meetings with Management on grievances at the 1st (Informal Level) and 2nd Levels, the individual employee whose grievance is being presented by the Union will suffer no loss in pay, as provided in 21.02, for time consumed in such meetings or necessarily consumed in traveling to and from such meetings, provided, however, when a group of employees has a common cause of grievance, the members of the group, to be designated by the Union, who will suffer no such loss in pay will not exceed two at the 1st Level meeting and one at the 2nd Level meeting.

**21.05 Strikes and Lockouts**

As the parties have agreed on procedures for handling complaints and grievances, they further agree that there will be no lockouts or strikes during the life of this Agreement, as outlined below:

- A. If an employee is disciplined as a result of an alleged breach of 21.05 above, such disciplinary action will be subject to the full grievance procedure and to arbitration notwithstanding the limitations in Article 11 of this Agreement.
- B. In the event of arbitration under "A" above, the arbitrator will have authority to sustain, modify or to set aside the disciplinary action.
- C. Any discipline resulting from an alleged violation of 21.05 above, will be imposed within a reasonable time, but in no event to exceed thirty (30) days from the date the employee first engaged in the alleged violation.

**21.06 Grievances Involving the Filling of Vacancies**

- A. Grievances must be filed in writing at the 2nd Level on behalf of an employee, subject to the exception of 12.01B1 against a specifically identified selectee(s) within sixty (60) days after the notification covered in 12.02E. Such grievances will be processed in accordance with 21.01.
- B. When an employee has an active grievance on one or more selections, he/she may continue to grieve on only one of the pending grievances for a job *that* is higher than one he/she subsequently accepted.
- C. The Union will be given an opportunity to examine all test papers, appraisal sheets and any other pertinent records on all employees selected to fill the vacancy or vacancies and the unsuccessful requesters (upon the showing of proper authorization only from unsuccessful requesters). This examination of records by the Union will be considered as the 1st Level (Informal Level) grievance meeting under this Article and one Union representative will be paid under the provisions of 21.02 for the time consumed in the examination

of such records. *This first step may consist of discussion with the selector in person or by phone.*

1. No grievances will be filed at the 2nd Level until the designations required below have been properly made by the Union.
2. *The 2<sup>nd</sup> Level grievance meeting will be held with the Company's designate, Manager-Labor Relations Staffing, in person or by phone. If necessary, the grievance may be appealed to the 3<sup>rd</sup> Level.*
3. In those situations where more vacancies were filled than there are employees who filed requests in whose behalf the Union desires to handle a grievance, the following procedure will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will designate the employee(s) whom it contends were erroneously selected instead of the aggrieved employee(s).
4. In those situations where there are more employees who filed requests in whose behalf the Union desires to process the grievance than there are vacancies which have been filled, the following procedure will be followed: After the Union has had the opportunity to examine test papers, appraisal sheets and other records as described above, the Union will advise the Company in the letter requesting the 2nd Level grievance meeting which of the unsuccessful requesters they believe should have been selected and on whose behalf it is grieving.

#### **21.07 Grievances Involving Short Term Disability Plan**

Grievances involving the Short Term Disability Plan *and Family Medical Leave Act (FMLA)* will be presented initially at the 3rd Level (Executive Level) and grievance meetings will be held with the Benefit Committee or a designated representative.

- A. Should the Union at the district or local levels desire information relative to the handling of a case, before it becomes a grievance, the Company will furnish such

information or facts as are available. It is also understood that securing of such information will not constitute the initiation or discussion of a grievance.

#### **21.08 Grievance Procedure Regarding Health & Safety.**

The maintenance of proper health and sanitary conditions, the observance of all laws relating to fire protection and safety, and hazardous wastes, materials, and substances are of mutual concern to the Company and the Union. Any question regarding such matters may be made the subject of a grievance but will not be submitted to arbitration.

### **ARTICLE 22**

#### **FEDERAL OR STATE LAW**

##### **22.01 Jurisdiction Of Law.**

If any provisions of this Agreement, any amendments thereto, or any future agreements made during the term hereof or any application of the provisions of said Agreements, said future agreements and amendments to any employee, group of employees or circumstances are rendered invalid or inappropriate by any Federal or State law or by the final determination of any Court, Board or authority of competent jurisdiction, the remainder of said Agreements, said future agreements or amendments or the application of such provisions to an employee, groups of employees or circumstances other than those as to which it is held invalid or inappropriate will not be affected thereby.

### **ARTICLE 23**

#### **ARBITRATION, EXPEDITED ARBITRATION AND MEDIATION**

##### **23.01 Arbitration.**

- A. The provisions for arbitration will apply only to the matters made specifically subject to arbitration in "B" below.

## Article 23

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- B. If at any time a controversy should arise between the Union and the Company regarding the true intent and meaning of any provisions of this or any other agreement between the parties or a controversy as to the performance of an obligation hereunder, which the parties are unable to compose by full and complete use of the grievance procedure set up by Article 21, the matter will be arbitrated upon written request of either party to this Agreement to the other.
- C. Any written request for arbitration will be made within ninety (90) days from the date of the final decision in writing on the grievance, unless the failure to make such request will be excused by the Arbitrator because of extraordinary circumstances including, but without limitation, newly discovered or previously unavailable, material evidence that could not have been discovered or produced by reasonable diligence.
- D. The procedure for arbitration will be as follows:
  - 1. Within 30 days after the filing of the written request for arbitration, the Vice President of the Union or his/her delegated representative will confer with the head of Human Resources of the Company or his/her delegated representative to select an Impartial Arbitrator and a date for the hearing.
    - a. Failure on the part of the Union to make the above request within 30 days will relieve the Company of the responsibility for retroactive wages from the date of the filing of the written request for arbitration until the date the Union complies with "1" above.
  - 2. In the event of the failure of the persons named in "1" above to agree upon the selection of an Impartial Arbitrator within 30 days, the Union or the Company may apply to the Federal Mediation and Conciliation Services, Washington, D.C., for the appointment of such Impartial Arbitrator.
  - 3. The arbitration hearing will be started within 60 days, if practicable, of the selection of the Impartial Arbitrator and

carried to a conclusion as expeditiously as possible. A decision and award by the Impartial Arbitrator will be rendered within fifteen (15) days, if feasible, of the completion of the hearing.

4. The Impartial Arbitrator will have power to decide whether or not a particular finding will have a retroactive effect, provided, however, that no retroactivity will predate the Union's demands for arbitration except as is or may be otherwise provided in other contracts or agreements between the parties.
- E. The decision of the Impartial Arbitrator will be final and the Company and the Union agree to abide by such decision. The compensation and expenses of the impartial arbitrator and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an arbitration hearing will be borne by the party requesting such cancellation or postponement.

### **23.02 Expedited Arbitration.**

- A. In lieu of the procedures specified in 23.01 of this Agreement, any grievance filed on behalf of an employee which involves suspensions or discharges except those which also involve an issue of arbitrability, contract interpretation, or work stoppage (strike) activity and those which are also the subject of an administrative charge or court action will be submitted to arbitration under the expedited arbitration procedure hereinafter provided within fifteen (15) calendar days after the filing of a request for arbitration. In all other grievances involving disciplinary action which are specifically subject to arbitration under 23.01 of this Agreement, both parties may, within fifteen (15) calendar days after the filing of the request for arbitration, elect to use the expedited arbitration procedure hereinafter provided. The election will be in writing and, when signed by authorized representatives of the parties, will be irrevocable. If no such election is made within the

foregoing time period, the arbitration procedure in 23.01 will be followed.

- B. A panel of three umpires will be selected by the parties. Each umpire will serve until the termination of this Agreement unless his/her services are terminated earlier by written notice from either party to the other. The umpire will be notified of his/her termination by a joint letter from the parties. The umpire will conclude his/her services by settling any grievance previously heard. A successor umpire will be selected by the parties. Umpires will be assigned cases in rotating order designated by the parties. If an umpire is not available for a hearing within ten (10) working days after receiving an assignment, the case will be passed to the next umpire. If no one can hear the case within ten (10) working days the case will be assigned to the umpire who can hear the case on the earliest date.
- C. The procedure for expedited arbitration will be as follows:
1. The parties will notify the umpire in writing on the day of agreement or date of arbitration demands to settle a grievance by expedited arbitration. The umpire will notify the parties in writing of the hearing date.
  2. The parties may submit to the umpire prior to the hearing a written stipulation of all facts not in dispute.
  3. The hearing will be informal without formal rules of evidence and without a transcript. However, the umpire will be satisfied himself that the evidence submitted is of a type on which he/she can rely, that the hearing is in all respects a fair one, and that all facts necessary to a fair settlement and reasonably obtainable are brought before the umpire.
  4. Within five (5) working days after the hearing, each party may submit a brief written summary of the issues raised at the hearing and arguments supporting its position. Such summaries are not to exceed 10 pages in cases involving discharge or 5 pages in cases involving suspension. The umpire will give his/her settlement within five (5) working

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days after receiving the briefs. He will provide the parties a brief written statement of the reasons supporting his/her settlement.

5. The umpire's settlement will apply only to the instant grievance, which will be settled thereby. It will not constitute a precedent for other cases or grievances and may not be cited or used as a precedent in other arbitration matters between the parties unless the settlement or a modification thereof is adopted by the written concurrence of the representatives of each party at the fourth step of the grievance procedure.
6. The time limits in (1) and (4) of this section may be extended by agreement of the parties or at the umpire's request, in either case only in emergency situations. Such extensions will not circumvent the purpose of this procedure.
7. In any grievance arbitrated under the provisions of this Section, the Company will under no circumstances be liable for back pay for more than nine (9) months (plus any time that the processing of the grievance or arbitration was delayed at the specific request of the Company) after the date of the disciplinary action. Delays requested by the Union in which the Company concurs will not be included in such additional time.
8. The umpire will have no authority to add to, subtract from or modify any provisions of this Agreement.
9. The decision of the umpire will settle the grievance, and the Company and the Union agree to abide by such decision. The compensation and expenses of the umpire and the general expenses of the arbitration will be borne by the Company and the Union in equal parts. Each party will bear the expense of its representatives and witnesses. Any expenses incurred because of any cancellation or postponement of an expedited arbitration hearing will be borne by the party requesting such cancellation or postponement.



## Article 23

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10. The time limit for requesting arbitration under this provision will be the same as in existing procedures.

### **23.03 Mediation Procedures.**

These procedures are applicable for all grievance issues with the exception of issues of contract interpretation.

- A. Once a grievance has been appealed to arbitration in accordance with this Article, the grievance will be presented at a Mediation Conference before it is scheduled for arbitration, except when either party requests that mediation be bypassed.
- B. Within fifteen days of the Union's request for arbitration, the parties will schedule a Mediation Conference to be held at the earliest available date of a member on the mediation panel. The Mediation Conference will normally be held in the grievant's location and in either a Company or Union facility. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, either party may request that the mediation step be bypassed and the grievance be scheduled for arbitration.
- C. The spokesperson for the Company will normally be the *Director-Employee Relations* or his/her designee. The *State Communications Workers of America Representative* will normally represent the CWA. An attorney will not be used by either party at the Mediation Conference. The number of employees who will suffer no loss in pay under 21.03 of the Working Agreement will be no more than three. Should additional employees be necessary for the complete discovery of facts at the Conference, the parties will agree in advance of the number of additional employees who will attend the conference and suffer no loss in pay under 21.03.
- D. The Mediation Conference will normally be attended by the grievant, the Local President, the grievant's supervisor and District Level. Attendance at the Mediation Conference will be limited to those people actually involved in the Mediation Conference.

- E. All written material that is presented to the mediator or to the other party will be returned to the party presenting the material at the termination of the Mediation Conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.
- F. Proceedings before the mediator will be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings, however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply, and no record of the Mediation Conference will be made.
- G. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- H. The Company and Union spokesmen at the Mediation Conference may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference will not be precedent-setting, unless both parties agree.
- I. If no settlement is reached during the Mediation Conference, the mediator will provide the parties with an immediate oral advisory opinion, unless both parties agree that no opinion will be provided.
- J. The mediator will state the grounds of his/her advisory opinion.
- K. If no settlement is reached at the Mediation Conference, the grievance is subject to being scheduled for arbitration in accordance with this Article.
- L. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Any settlement proposal made by either party at the Mediation Conference will not be referred to at the arbitration hearing.

**ARTICLE 24**

**EMPLOYMENT SECURITY PARTNERSHIP**

**24.01 General Information**

- A. Definition: The *Employment* Security PARTNERSHIP is intended to benefit our employee body because we acknowledge that employees represent our best competitive advantage. Employees and their jobs will continue to be affected by technological developments and structural changes, therefore CWA and BellSouth realize the need for ongoing employee development, career preparation and career transition.
- A. Eligibility: All regular full-time and regular part-time employees with at least 6 months of seniority will be eligible to participate in the Program.
- B. Participation: Participation in all components of the Program are on the employee's own time with the exception of Orientation meetings and Career Counseling (as specified in 24.03 and 24.05).
- D. Funding: The Program will be funded through an Employment Security PARTNERSHIP account. This account will be computed by multiplying term of contract (years) x \$130 x the total number of regular full-time employees in the company as used in wage and benefits calculations for 1998 contract negotiations. The PARTNERSHIP Board of Directors will monitor Employment Security PARTNERSHIP funding levels and, from time to time, may recommend to the Company that it provide additional funds in order to maintain approved programs, training courses, and other PARTNERSHIP activities.
  - 1. Costs to be charged to the Employment Security PARTNERSHIP account include:
    - a. All training and associated costs for the PARTNERSHIP Program, including educational assistance and the PARTNERSHIP Job Bank.

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- b. All employees' time and expenses in accordance with 9.04 involved in delivering orientation meetings or other services of this Program.
  - c. **PARTNERSHIP Representative's** scheduled time associated with participation in the orientation meetings, career counseling and assessment.
  - d. All administrative costs of this Program.
  - e. All temporary transfer costs as defined in 9.04 and relocation expenses as defined in 24.05D4d4.
  - f. All training costs and wages for employees while in training associated with 24.05D3a1.
  - g. All costs associated with the supplemental training (24.04A) and career counseling, as well as the costs for administration of subsequent job-specific training as described in 24.04A.
  - h. Other costs intended to enhance employment security.
- 2. Reasonable expenses incurred by ESP Board of Directors associated with their participation on the Board. . Credits to the Employment Security **PARTNERSHIP** account include:
    - a. Training and associated costs reimbursed by a department for required training successfully completed by participants selected to fill vacancies in that department.
    - b. Reimbursement by a department for work performed under the provisions of 24.05D3b.
  - 3. If the Account is fully depleted prior to contract expiration, services will be discontinued
- E. Grievances: Provisions of Article 24 will not be subject to the grievance and arbitration procedure, except decisions in the filling of vacancies with Job Bank participants which will be subject to the grievance procedures up to and including arbitration within each BellSouth entity.

**24.02 Program Administration**

- A. Definition: The Program is jointly governed and administered by the Company and CWA.
- B. Employment Security Board of Directors: The Board will consist of 5 Company and 5 CWA Representatives and may include up to two non-voting external advisors who will meet periodically and have responsibility for:
  - 1. Providing direction and guidance for the Employment Security PARTNERSHIP Program.
  - 2. Reviewing the progress of the Program through periodic status reports, quarterly report of the Employment Security Account expenditures. In addition, an annual report will be provided detailing the Program components made available to employees and the overall number of participants in the services.
  - 3. Establishing amount available/limits for program participants.
  - 4. Furnishing advice to the Company on personal or career development and job displacement training courses and curricula.
  - 5. Reviewing and making recommendations regarding training delivery systems (Technical Schools, Colleges, home study programs, Computer Based Training, and Web Sites, etc.) available to be used by the Company.
  - 6. Evaluating the effectiveness and progress of the Program.
  - 7. Encouraging employees to participate in and successfully complete available training courses.
- C. PARTNERSHIP Staff: The PARTNERSHIP Staff will co-administer the day-to-day operation of the PARTNERSHIP Program. Responsibilities include:
  - 1. Tracking data, costs, and Program participation in order to provide reports to the Board of Directors.

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2. Maintaining the PARTNERSHIP office (formerly Career Resource Center) which will house facilities for counseling, workshops, clerical support and a resource library. The office will be open to all participants for assistance and support in their career objectives. It will also function to coordinate and monitor throughout BellSouth all components of the ESP Program, including the Job Bank.
  3. Ensuring the timely and effective delivery of the Program components.
  4. Evaluating the delivery systems (inside and outside BellSouth) necessary to meet employee training needs.
- D. PARTNERSHIP Representatives: Local PARTNERSHIP Representatives will exist for linkages and assistance in delivery of Program services throughout the region. Duties include:
1. Presenting Article 24 in joint Career Transitions Orientations (24.05C1).
  2. Assistance in surveying employee training requirements and identifying training delivery options.
  3. Conducting meetings to present Program components to employees.

#### **24.03 Employee Development/Internal Opportunities**

- A. Definition: The Employment Security PARTNERSHIP provides the information and support necessary for an employee to identify a path or direction for his/her career and to effectively pursue that path within or outside BellSouth. Through joint sponsorship of the PARTNERSHIP, CWA and BellSouth will ensure that personal and career development is made available to each employee so both our business and our employees can flourish.
- B. Program Components: PARTNERSHIP consists of several components, each aimed at meeting special needs of participants. The components are:

1. A PARTNERSHIP Employee Orientation meeting, conducted jointly by the Union and Company, will be held on company time. During this meeting information will be provided on:

- Career Counseling and Assessment
- Internal Job/Career Development Plan
- Educational assistance

All services are available to employees who wish to pursue such development on their own time unless otherwise specified. An overview of the Career Transitions component will also be included.

2. Career Counseling and Assessment will be provided by professional career counselors associated with the Program. The counseling session could include internal and/or external focus. One counseling session per contract cycle will be offered on company time. *However, this session may be scheduled on employee's own time at their request.* Subsequent counseling would be available on the employee's own time. Additional counseling will be offered associated with Career Transitions (24.05C2).
3. Internal Job/Career Development Plan, which is personalized, may be jointly created by the employee, or Job Bank participant (24.05B) and a professional career counselor. The acquisition of skills for a job title may be pursued through this plan which will identify the skills required for targeted jobs.
  - Workshops, correspondence courses, home studies, customized courses, study guides, etc. associated with skills tests will be available to assist employees with their Internal Job/Career Development Plan.
4. Educational Assistance training under this Program will address vocational, personal, and general skills. Coursework that enhances employability (including courses that can be used inside or outside the company) will be approved under educational assistance.

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- a. All such training will be taken at an accredited/approved institution.
    - (1) Prepay Plan: Tuition and fees for such coursework will be paid directly to the approved institution (which is in compliance with our billing procedures) or
    - (2) Reimbursement Plan: The employee will be reimbursed for payment of approved tuition and fees after successful course completion.
  - b. An employee may be required to reimburse the amount advanced for prepaid tuition if a course is not satisfactorily completed
  - c. A lump sum of \$50.00 will be paid to an employee upon submitting evidence that he/she has satisfactorily completed a PARTNERSHIP-approved course. This sum is intended to defray expenses associated with pursuit of training.
  - d. Successful completion by an employee of any training or course pursuant to such Program will be taken into account when considering the employee for an upgrade or transfer.
5. Career Transitions services are designed for employees declared surplus or surplus-affected. Such employees are eligible to participate in Program services defined in 24.03 as well as 24.05.

#### **24.04 Future Technological Change**

- A. Old Work Environment to New Work Environment: An employee who is in an organization which has been identified by the Company as being affected by a future technological change which will have immediate and significant impact on an incumbent's job responsibilities will receive, on Company time, information on these technological changes as well as general information on the skills and training requirements of the new environment. An employee who does not desire to go to the new environment will be treated as outlined in 13.06B3.



1. If the attainment of a minimum test score is established by the Company as a prerequisite for receiving Company-sponsored formal training associated with a new job title which is to substantially replace one or more existing titles eligible incumbents will receive Company sponsored job-specific training.
2. Incumbents who successfully complete the job-specific training will be eligible for immediate transfer to the new environment.
3. If work exists in the "old" environment, incumbents who do not successfully complete training will be retained in title and be provided supplemental training, on Company time, for a maximum of 6 months or until the old work has been exhausted, whichever is less. Such supplemental training will be designed to help incumbents understand *the subject matter of the training*.

Incumbents who are assigned the supplemental training will be afforded the opportunity to successfully complete the job-specific training within the 6 months period. Incumbents may retake the entire training or the appropriate modules that were not initially successfully completed.

Incumbents who successfully complete the job-specific training during the 6 months period will become eligible for immediate transfer to the new work environment. Incumbents who do not successfully complete the job-specific training during this period will receive treatment at the appropriate time under Article 7.

4. If work in the "old" environment does not exist, incumbents who do not successfully complete training will be offered supplemental training, on Company time, to prepare them to repeat the training. Generally, such supplemental training will immediately follow the initial training and will be conducted under the auspices of the Employment Security PARTNERSHIP. This supplemental training will not extend beyond 3 weeks or one-half the

duration of the initial training, whichever is less. At the completion of the supplemental training, such incumbents will be afforded the opportunity to retake the entire job-specific training or the appropriate modules that were not initially successfully completed.

Incumbents who successfully complete the job-specific training will be eligible for immediate transfer to the new work environment. Incumbents who do not successfully complete the second training will receive treatment at the appropriate time under Article 7.

5. Incumbents who do not successfully complete the initial training and who choose not to accept the supplemental training will receive treatment at the appropriate time under Article 7.
6. All costs associated with the supplemental training as well as all cost(s) for administration of the second training class will be charged to the Employment Security PARTNERSHIP Account as describe in 24.01D1g.

**B. Announced Surplus Condition:** Employees within an organization who have been identified by the Company (based on, but not limited to, input from the Technological Change Committee) as being part of an announced future surplus condition will be eligible to receive an overview, on company time, which will provide information on the following:

1. Career Counseling and Assessment (24.03B2)
2. Internal Job/Career Development Plan (24.03B3)
3. Educational Assistance (24.03B4)
4. Career Transitions (24.03B5 or 24.05C1, as appropriate)
5. General job skill needs of the company

#### **24.05 Career Transitions/ External Opportunities**

**A. Definition:** The Career Transitions component of the Employment Security PARTNERSHIP provides additional services to employees affected by surplus displacement.

## Article 24

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- B. **Eligibility:** Employees eligible to participate in the services provided under Career Transitions (24.05) include regular full-time employees who, because of their seniority, will be affected by a formal declaration of surplus made by the company (as described in 7.01A1).
- C. **Program Components:** Career Transitions consists of several components, each aimed at meeting the needs of surplus and surplus-affected employees. The components are:
  - 1. A Career Transitions Orientation provided jointly by the Union and Company will be held on company time. Information will be presented on Article 24 as follows:
    - a. PARTNERSHIP program components (as described in 24.03B3, 4 and 5)
    - b. Career Transitions Counseling and Assessment
    - c. An overview of PARTNERSHIP Job Bank
    - d. General job skill needs of the companyInformation will also be provided, as it applies to affected employees, on the provisions of Articles 7, 8, 12 and 13.06B.
  - 2. A Career Transitions Counseling and Assessment session is available on a voluntary basis on company time by professional career counselors associated with the PARTNERSHIP Program. This counseling and assessment will provide advice and assistance in establishing a plan for career development.
  - 3. Access to the PARTNERSHIP Job Bank : When a regular full-time surplus or surplus affected employee has been processed through Article 7 and is to be laid off, the employee may elect to take their termination allowance incrementally (in bi-weekly payments, based on the title held) by participating in the PARTNERSHIP Job Bank for a designated period of time as described in 24.05D below.

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**D. PARTNERSHIP Job Bank**

1. **Definition:** Job Bank participants are retained on the company payroll while receiving their termination allowance and accruing seniority. Seniority for the determination of Job Bank eligibility and subsequent termination pay will be as of the date the employee enters the Job Bank. Vacation time will be taken, or the employee will be paid in lieu of his/her vacation, prior to entry into the Job Bank. Vacation time will not accrue as a result of employee's election to participate in the Job Bank.
2. **Eligibility:** Regular full-time employees scheduled to be laid off under the provisions of Article 7 may elect to participate in the PARTNERSHIP Job Bank and remain in the Job Bank until the completion of Career Transitions Counseling and Assessment plus the following:
  - a. ***Permanently medically restricted employees will have PARTNERSHIP job bank eligibility based on their seniority.***

CONDITION	WEEKS OF ELIGIBILITY																																						
<ul style="list-style-type: none"> <li>▪ Regular full-time employees with at least 6 months of service who are to be laid off under the provisions of Article 7 due to:               <ul style="list-style-type: none"> <li>▪ Technological/operational efficiency surplus with less than 5 years of service</li> <li>▪ Economic surplus</li> </ul> </li> <li>▪ <i>Permanently medically restricted employees with at least 6 months but less than 5 years service.</i></li> </ul>	2 WEEKS																																						
<ul style="list-style-type: none"> <li>▪ Regular full-time employees who are to be laid off under the provisions of Article 7 due to technological/operational efficiency surplus with 5 or more years of service</li> <li>▪ <i>Permanently medically restricted employees with 5 or more years service.</i></li> </ul>	<table> <tr> <th>YEARS SVC.</th><th>WEEKS ELIG.</th></tr> <tr><td>5-6</td><td>4</td></tr> <tr><td>7</td><td>5</td></tr> <tr><td>8</td><td>6</td></tr> <tr><td>9</td><td>7</td></tr> <tr><td>10</td><td>8</td></tr> <tr><td>11</td><td>10</td></tr> <tr><td>12</td><td>12</td></tr> <tr><td>13</td><td>14</td></tr> <tr><td>14</td><td>16</td></tr> <tr><td>15</td><td>18</td></tr> <tr><td>16</td><td>20</td></tr> <tr><td>17</td><td>22</td></tr> <tr><td>18</td><td>24</td></tr> <tr><td>19</td><td>26</td></tr> <tr><td>20</td><td>28</td></tr> <tr><td>21</td><td>30</td></tr> <tr><td>22</td><td>32</td></tr> <tr><td>23+</td><td>34</td></tr> </table>	YEARS SVC.	WEEKS ELIG.	5-6	4	7	5	8	6	9	7	10	8	11	10	12	12	13	14	14	16	15	18	16	20	17	22	18	24	19	26	20	28	21	30	22	32	23+	34
YEARS SVC.	WEEKS ELIG.																																						
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3. Services for job opportunities available while in Job Bank include:

- a. **Internal Job Placement:** the Job Bank participant will be tested to identify abilities, skills, and interests to perform jobs in BellSouth as well as general occupations outside the corporation. The results of the assessment will be used in Career Transitions Counseling to establish an Internal Job/Career Development Plan (24.03B3) and/or external career plan. Upon creation of a career plan the following will be available:

(1) A Job Bank participant can receive up to a maximum of 6 weeks of training, on their own time, while still in the Job Bank for higher *or lower* rated jobs. Such training would assist in preparation for threshold requirements and would be included in his/her educational assistance allotment of \$2,500.

- b. **Temporary Job Placement:** Job Bank participants may be voluntarily assigned available temporary work while in the Job Bank.

(1) The Job Bank participant may voluntarily identify, in priority order, the types of assignments and locations of his/her preference, and may be assigned to work based on his/her skills and assignment requests in order of seniority. The Career Transitions Counseling and the *Internal* Job/Career Development Plan are available to assist in identification of skills. *Staffing will give preference to Job Bank employees whose exchange of reporting is within 40 miles of the work assignment.*

(2) If a Job Bank participant is assigned to a temporary position the following will apply:

- Once an employee begins an assignment, he/she will continue in that assignment until it is completed (provided the employee can

- satisfactorily perform the job), or the employee is selected to fill a vacancy, or the employee enters a qualified training program, or participation in the Job Bank is terminated. Should such an assignment extend beyond an employee's normal eligibility, the Company at its option can suspend the clock for the balance of the assignment for a maximum of 90 days.
  - Should the employee perform temporary work at a higher wage scale than was held when he/she entered the Program, the employee will be paid a differential while working in the assignment as described in 4.07H1. At the Company's option, the employee can remain in the assignment for the duration of Program eligibility but will not receive an acting title while performing the temporary work
  - An employee who remains on the same temporary assignment after six months on the job may take up to 1 week of time off from the temporary job. This time will be counted
  - toward Job Bank eligibility, and the employee will continue to be paid from his/her termination pay.
  - Employees may be temporarily transferred on a voluntary basis, in order of seniority, to a location outside the exchange where they normally report, and will be paid travel and living expenses as provided for in the Agreement.
- c. Outplacement Services, (ex: resume' assistance, workshops on topics such as job search skills and training/career development opportunities, subsequent counseling, as needed.)

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4. Benefits associated with participation in PARTNERSHIP Job Bank
- a. Continuation of benefits (as described in Article 19), with termination allowance received in bi-weekly payments
  - b. Continued union membership
  - c. Participants will be eligible to participate in Educational Assistance as described in 24.03B4 above. \$2,500 for such training including tuition, required books, and required materials for coursework approved while in the Program will be available. The \$2,500 will remain available up to 2 years beyond the date of termination of employment provided the employee completes their full Job Bank eligibility. Any such expenses for which reimbursement will be made must be approved prior to being incurred. This amount will not be deducted from termination pay at the end of the Job Bank eligibility.
  - d. Priority consideration for equal or lower level vacancies within their home state in BAPCO.
    - (1) All requests will be canceled if an employee is selected to fill a regular full-time vacancy, leaves the Job Bank, or is laid off. Laid off employees may submit requests under the provisions of 7.02.
    - (2) Selections will be based on the normal selection procedures as described in the Agreement, except that Job Bank participants will be given priority consideration for existing equal or lower level vacancies in their home state in BAPCO after employees with mandatory return from leave rights and along with employees to be considered under the provisions of 7.01C.
    - (3) A Job Bank participant selected for a vacancy which has a report date later than the last day of Job Bank eligibility may elect to take a departmental or personal leave of absence from the



last day of eligibility until the report date. In no event can the leave of absence exceed 90 days.

- (4) Relocation expenses for Job Bank participants selected to fill intra- or inter- company vacancies requiring relocation will be paid according to the provisions of 9.01B of the Agreement.

5. After the eligibility time of an employee has been exhausted, or if such employee elects to terminate participation in Job Bank, the employee will be laid off. A laid off employee who participated in the Career Transitions Counseling and Assessment component of the Program will continue to have access to the PARTNERSHIP office as long as the laid off employee maintains transfer requests as described in 7.02.

The termination allowance from which the employee receives bi-weekly payments while in the Job Bank will be adjusted as follows:

- a. For each day in a work assignment (24.05D3b) or while in the Career Transitions Counseling and Assessment, nothing will be subtracted from the termination allowance.
- b. For each day in Job Bank in which the participant is not in Career Transitions Counseling and Assessment or on a work assignment, an amount equivalent to a full day's pay will be subtracted from the termination allowance.

Any remaining balance will be paid to the employee at the time he/she exits the Job Bank.

## **ARTICLE 25**

### **PAYROLL DUES DEDUCTION AND UNION SECURITY**

#### **25.01 Payroll Dues Deduction.**

The Company agrees to make collection of Union dues or an amount equal thereto from any eligible employee through payroll

deduction upon the order in writing signed by such employee and to pay over the amount thus deducted to the Union. The Company will continue to make such payroll deductions for employees who have properly executed dues deduction cards on file. Except as provided below, or as provides in the Memorandum of Understanding between the parties, or as otherwise provided by applicable law, all cards may only be revoked during the ten (10) day period preceding the expiration date of this Agreement and the same ten (10) day period each year during the life of this Agreement.

- A. Cancellations by employees of such written authorization for payroll deductions must be in writing and the Company agrees to notify the Union forthwith of the receipt of any such written cancellations.
- B. Such cancellation requests must be sent individually by certified mail to the Company Area Disbursement Accounting Manager with a copy to the Union, postmarked during one of the ten day periods described in 25.01 above. The Company will cease such deductions the month after the receipt by the Company of the certified notice.
- C. The Union may, by written notice (over the signature of its Secretary) given to the Company, terminate, with respect to any employee, the obligation and right of the Company to make such deductions. The Company will give notice of such termination to the employee.
- D. Cancellation of such dues deductions will be made by the Company on the transfer or promotion of an employee to an ineligible position effective the first payroll period following the transfer or promotion and will notify the Union of such cancellation.
- E. Authorization cards which by their terms are revocable at will are not subject to the 10 day revocation periods referred to in 25.01 above.

## **25.02 Dues Requirements.**

Each employee who is a member of the Union or who is obligated to tender to the Union amounts equal to periodic dues on the

## **Article 25**

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effective date of this Agreement, or who later becomes a member, and all employees entering into the bargaining unit on or after the effective date of this Agreement, will, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period from such effective date or, in the case of employees entering into the bargaining unit after the effective date, on or after the thirtieth day of such entrance, whichever of these dates is later, until the termination of this Agreement. (For the purpose of this Article, "employee" will mean any person entering into the bargaining unit.)

### **25.03 Effective Dates For Dues Collection.**

Each employee who is a member of the bargaining unit on or before the effective date of this Agreement and who on the effective date of this Agreement was not required as a condition of employment to pay or tender to the Union amounts equal to the periodic dues applicable to members, will, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues applicable to members for the period beginning thirty days after the effective date of this Agreement until the termination of this Agreement.

### **25.04 Movement In And Out Of Bargaining Unit.**

The condition of employment specified above will not apply during periods of formal separation from the bargaining unit by any such employee but will reapply to such employee on the thirtieth day following his/her return to the bargaining unit. The term "formal separation" includes transfers out of the bargaining unit, removal from the payroll of the Company, and leaves of absence of more than one month duration.

### **25.05 Application Under The Law.**

Sections 25.02 and 25.03 will apply only in those States where the law permits the Union to enter into this type of Union security agreement. If during the term of this contract the Union will become duly authorized under the laws of any other State to enter into this type of Union security agreement, the effective date of this Article as to employees in such State will be the date upon

which the Company receives proper written evidence from the Union that it is fully qualified to enter into such an agreement in such State.

**25.06 COPE Payroll Deduction.**

The Company agrees to make collection of CWA-COPE-PAC payments of any bargaining unit employee through payroll deduction upon the order in writing, signed by such employee, and to pay over the amount thus deducted to the CWA-COPE-PAC.

**25.07 Deduction Cost.**

It is agreed that the Union will pay the Company the cost of making deductions.

**25.08 Union Dues Deduction Agreement.**

In addition to this section of the Agreement, the parties have concurrently executed a separate Union Dues Deduction Agreement.

## **ARTICLE 26**

### **ABSENCES FOR UNION DUTIES**

**26.01 Excused Time For Union Duty.**

Subject to limitations expressed below, employees who are elected or appointed to an office or committee in or for the Local, District or National Union and who are certified in writing to the Company by the Vice President or the Executive Board of the Union as having to be absent from their regular Company work for the proper performance of their lawful duties to the Union in connection with such office or committee will be excused without pay for periods not exceeding, in the total, one hundred and twenty (120) work days in any calendar year provided that such absences will not exceed thirty (30) consecutive days in any one period. However, for Union officers as identified and limited by 17.01C the one hundred and twenty (120) work days may be increased to a maximum of one hundred and fifty (150) work days upon approval at the Company bargaining level. Except for

## **Article 26**

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unforeseen situations, a Local officer will notify the immediate supervisor of the employee to be released by when such absence is to begin and for what period the employee expects to be absent. The status of employees absent for such duties will be the same, including seniority, as for other employees excused from Company duties for personal reasons not in excess of thirty (30) consecutive days at any one period.

The excusal of employees from Company duty to perform Union duties will be allowed unless prohibited by the needs of the business.

### **26.02 Union Leave of Absence.**

Employees whose Union duties require their absence from Company work for a period, or periods, in excess of those set out in 26.01 will apply to the Company for a leave of absence without pay, and the Company will grant such leave of absence for a reasonable period not to exceed one (1) year. The total period of the leaves of absence granted to any one employee pursuant to this Article, whether such period is continuous or intermittent, will not exceed eighteen (18) years in any or all BellSouth Companies and will be subject to the conditions hereinafter stated in 26.03.

- A. Requests for leaves of absence will be made in writing by the employee and the Vice President of the Union or his/her delegated representative, with the request being directed to the Director-Employee Relations of the Company at least 30 days before such leave is to begin.
- B. Requests for such leaves of absence will be acted upon promptly by the Company.

### **26.03 Conditions Of Leaves Of Absence.**

Leaves of absence granted under the terms of 26.02 are subject to these conditions.

- A. The period of an employee's absence on such leave will be included in determining such employee's seniority with the Company. However, for the purpose of determining the length of service upon which such employee's wage progression is

based, such employee will be given credit for only the first thirty (30) days of the first leave of absence granted such employee. When the employee returns from leave, his/her wage progression, if determined in accordance with an automatic wage scale, will be accelerated by reducing the normal intervals between increases by one-half until the employee will have attained his/her position on his/her wage scale commensurate with his/her length of service had he/she not been on leave of absence.

- B. During the period of such employee's leave of absence, such employee's qualified dependent, or dependents, will retain eligibility to Sickness-Death Benefits. The employee may continue coverage under the BellSouth Employees' Medical Assistance Plan when employed by CWA or when elected or appointed to a CWA office within a Local Union. The employee may continue his/her own coverage under the BellSouth Employees' Dental Assistance Plan, and the BellSouth Employees' Vision Assistance Plan by individual payment of the full amount of appropriate payment.
- C. Employees who return to Company duty at the expiration of such leaves of absence will be placed on the payroll at the rate received when such absence was granted, adjusted for any changes in wage level made during the period of such leave of absence. In the event such leave of absence has expired and such employee desires to, and is otherwise entitled to, resume employment with the Company, but at the time of such expiration such employee is unable to perform the required Company duties because of sickness, such employee will nevertheless be re-employed, and in determining the eligibility of such employee to sickness payments the first day of such re-employment will be considered as such employee's first day of absence because of sickness.
- D. Such leave of absence for an employee will be terminated at his/her request prior to the expiration of such leave of absence only in case the employee is able to perform on a full-time basis the Company duties required of such employee. The term "full-time basis" as used in the preceding sentence, will

## **Article 27**

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not be construed to deny to such employee incidental participation in Union matters without pay if excused by the Company for such purposes. An employee requesting to return from Union leave under this paragraph will give his/her supervisor reasonable notice.

- E. The termination of this Agreement by either party will not affect the leave status or re-employment rights of an employee who is on leave of absence granted under 26.02.
- F. Notwithstanding the provisions of 21.02, employees on such leaves of absence will not be entitled to receive from the Company any pay or compensation for time consumed in meetings with Management, or necessarily consumed in traveling to and from such meetings.

### **26.04 Limitations Of Union Leaves.**

In the event the Company is of the opinion that the duties being performed by an employee are not within the intent of this Article, the Company will notify the employee and the Union and allow the employee an opportunity to cease such duties.

## **ARTICLE 27**

### **DISTRIBUTION OF AGREEMENT**

#### **27.01 Distribution to Employees.**

The Company will have this Agreement printed and distributed to all of its present employees by the Union through its appropriate Local representatives. Union representatives will suffer no loss of pay during this distribution. The Company will give all future employees a copy of the Agreement when they begin work with the Company.

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**ARTICLE 28****RESPONSIBLE UNION-COMPANY RELATIONSHIP****28.01 Union-Company Relationship.**

The Company and the Union recognize that it is in the best interests of both parties, customers, employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Company and the Union and their respective representatives at all levels will apply the terms of this Agreement in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit.

Each party will bring to the attention of all employees in the bargaining unit their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to insure adherence to this purpose.

**28.02 Total Quality Commitment**

The long-term success of the Company and the Union in the ever increasing competitive advertising and publishing business are interrelated and dependent upon our meeting the needs of our customers-- both external and internal. The Union, through its membership, has a vital role in the overall success of the Company's operations.

Therefore, the Company and the Union have agreed to the joint pursuit of a business process founded upon a reaffirmation of a customer first focus and rededication to excellence through the Total Quality Process.

Each employee plays a vital role in accomplishing this goal. It is important to keep the employees fully aware of the changes and needs of the advertising and publishing business. Upon mutual agreement, a joint Company/Union committee at the Executive Level may be formed to address technological change as well as other common interests of the parties.

The importance of the Total Quality Process to the Company and the Union is emphasized by the parties committing to joint



## Article 29

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meetings at the Executive Level to ensure that appropriate action is taken to support the Total Quality Process and the employees involved.

### **28.03 *Aligning for the Digital Age***

A. The Company and the Union have worked well together to achieve the goal of becoming the leading directory publisher among our peer group. To further that objective, the parties have entered into a new alliance called "*Aligning for the Digital Age*". The "*Aligning for the Digital Age*" plan document will be distributed to all employees.

The Company and the Union recognize that to maintain our leadership position and meet growth objectives in a competitive marketplace requires the efforts of all employees. The "*Aligning for the Digital Age*" initiative addresses these interests and provides a foundation upon which the Company, CWA and the employees it represents, can successfully meet the challenge and share in the success.

## **ARTICLE 29**

### **APPLICATION AND AMENDMENTS**

#### **29.01 Application.**

This Agreement applies to all regular and temporary employees of the Company within the bargaining unit.

#### **29.02 Amendments.**

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

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**ARTICLE 30****NON-DISCRIMINATION****30.01 Company Responsibilities.**

The Company agrees not to discriminate against, interfere with, restrain or coerce employees because of membership or lawful activity in the Union.

**30.02 Union Responsibilities.**

The Union agrees not to exert any coercion or intimidation on any employee because of nonmembership in the Union or for the purpose of inducing membership therein.

**30.03 Non-Discrimination Clause.**

In a desire to restate their respective policies, neither the Company nor the Union will unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin or age, or because of such employee's disability or status as a disabled veteran, special disabled veteran, or a veteran of the Vietnam era.

**30.04 Affect On Employment.**

Affiliation or non-affiliation with any labor organization is a matter solely for the decision of the employees; the decision of an employee in this matter will not affect his/her employment or advancement with the Company.

**ARTICLE 31**

**DURATION OF AGREEMENT**

**31.01 Life of Agreement.**

This Agreement will be effective as of August 5, 2001 and will continue in full force and effect until its termination at 11:59 P.M., August 7, 2004.

IN WITNESS WHEREOF, Communications Workers of America and the BellSouth Advertising & Publishing Corporation have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized, all as of the day first above written.

**COMMUNICATIONS  
WORKERS OF AMERICA**

**Jimmy Smith**

**Vice President - CWA District 3**

**BELLSOUTH ADVERTISING &  
PUBLISHING CORPORATION**

**Elizabeth H. Ruf**

**Vice President**

**Human Resources/Alliance for  
Continuous Improvement**

**ATTEST:**

**Kenneth S. Ruth**

**Administrative Assistant  
CWA District 3**

**ATTEST:**

**Dennis M. Morgan**

**Director - Employee Relations**

**APPROVED:**

**Morton Bahr**

**President**

**Communications Workers of  
America**

### **TITLES AND WAGE SCALE ASSIGNMENTS**

Where a statement shown below applies to a particular title, the applicable corresponding number is shown following such title.

- (1) Positions under this title are normally filled through promotion within the Finance department.
- (2) Positions under this title are normally filled through promotions from Wage Scale 10 in the department in which the vacancy exists.
- (3) Directory Advertising Sales Representatives are assigned to Wage Scale P1. However, some payments will be made under Wage Scale P2. All Directory Advertising Sales Representatives will be considered as Zone A employees for wage purposes only.
- (4) All Major Accounts Representatives will be considered as Zone A employees for wage purposes only. Positions under this title are normally filled through promotions from Wage Scale P1.
- (5) These titles are entrance jobs.

## TITLES AND WAGE SCALE ASSIGNMENTS

<u>Wage Scale</u>	<u>Title</u>	
16	Accounting Assistant	(1)
10	Accounting Clerk	
18	Accounting Specialist	(1)
10	Administrative Reports Clerk	
<b>21</b>	<b><i>Collections Representative</i></b>	
21	Communications Assistant	
14	Computer Attendant	(2)
21	Customer Care Representative	
22	Customer Care Specialist	
18	Directory Artist	
10	Directory Clerk	(5)
16	Directory Composer	
21	Directory Customer Service Representative	
<b>21</b>	<b><i>Graphics Artist</i></b>	
21	Graphics Service Representative	
2	Office Clerical Assistant	(5)
16	Photographic Assistant	
22	Sales Team Support Artist	
14	Sales Team Support Clerk	(2)
14	Special Clerk	(2)
<b>14</b>	<b><i>Special Clerk-Market</i></b>	(2)
14	Special Clerk-NYPS	(2)
<b>21</b>	<b><i>Web Designer</i></b>	

**TITLES AND WAGE SCALE ASSIGNMENTS**

<u>Wage Scale</u>	<u>Title</u>	
M1	Major Accounts Representative	(4)
P1 & P2	Directory Advertising Sales Representative	(3)
S1	Directory Special Account Representative	
<i>C1</i>	<i>Premise Collector</i>	
T1 & T2	Directory Telephone Sales Representative	
<i>SR &amp; S2</i>	<i>Telephone Sales Specialty Representative</i>	

**TITLES AND WAGE SCALE ASSIGNMENTS**

**Wage Scale 2**

Office Clerical Assistant (5)

**Wage Scale 10**

Accounting Clerk

Administrative Reports Clerk

Directory Clerk (5)

**Wage Scale 14**

Computer Attendant

Sales Team Support Clerk (2)

Special Clerk (2)

Special Clerk-NYPS (2)

*Special Clerk-Market* (2)

**Wage Scale 16**

Accounting Assistant (1)

Directory Composer

Photographic Assistant

**Wage Scale 18**

Accounting Specialist (1)

Directory Artist

**Wage Scale 21**

*Collections Representative*

Communications Assistant

Customer Care Representative

Directory Customer Service  
Representative

*Graphics Artist*

Graphics Service Representative

*Web Designer*

**Wage Scale 22**

Customer Care Specialist

Sales Team Support Artist

**TITLES AND WAGE SCALE ASSIGNMENTS**

**Wage Scale M1**

Major Accounts Representative (4)

***Wage Scale C1***

***Premise Collector***

**Wage Scale P1 & P2**

Directory Advertising Sales  
Representative

**Wage Scale T1 & T2**

Directory Telephone Sales  
Representative

**Wage Scale S1**

Directory Special Account  
Representative

***Wage Scale SR & S2***

***Telephone Sales Specialty  
Representative***



## Appendix A

## Part II

<b>ALABAMA</b>		Green Cove Springs	C	Orlando	B
Birmingham	A	Gulf Breeze	C	Oviedo	C
		Havana	C	Pace	C
<b>FLORIDA</b>		Hawthorne	C	Pahokee	C
Archer	C	Hobe Sound	C	Palatka	C
Baldwin	C	Holley-Navarre	-	Palm Coast	C
Belle Glade	A	Hollywood	A	Panama City	C
Big Pine	A	Homestead	A	Penney Farms	-
Boca Raton	A	Islamorada	A	Pensacola	C
Boynton Beach	A	Jacksonville	B	Perrine	A
Bronson	C	Jacksonville Beach	B	Pierson	C
Brooksville	C	Jay	C	Pomona Park	-
Bunnell	C	Jenson Beach	C	Pompano Beach	A
Cantonment	C	Jupiter	A	Ponte Vedra Beach	C
Cedar Keys	-	Key Largo	A	Port St. Lucie	C
Chiefland	C	Key West	A	Pratt Whitney	C
Chipley	C	Keystone Heights	C	St. Augustine	B
Cocoa	C			St. Petersburg	C
Cocoa Beach	C	Lake City	C	Sanford	C
Coral Springs	A	Lakeland	C	Sarasota	C
Crestview	C	Lynn Haven	C	Sebastian	C
Cross City	C	Madison	C	Stuart	C
Daytona Beach	C	Mandarin	B	Sugarloaf Key	A
DeBary	C	Marathon	A	Sunny Hills	-
DeLand	C	Maxville	-	Tallahassee	C
DeLeon Springs	C	Melbourne	C	Tampa	C
Deerfield Beach	A	Miami	A	Titusville	C
Delray Beach	A	Micanopy	C	Trenton	C
Dunnellon	C	Middleburg	C	Vernon	C
East Orange	C	Milton	C	Vero Beach	C
Eau Gallie	C	Munson	-	Weeki Wachee	C
Fernandina Beach	C	Naples	C	Welaka	C
Flagler Beach	C	Newberry	C	West Palm Beach	A
Fort George	-	Newport	C	Yankeetown	-
Fort Pierce	C	New Smyrna Beach	C	Youngstown Ftn.	C
Fort Walton Beach	C	North Dade	A	Yulee	C
Ft. Lauderdale	A	North Key Largo	A		
Gainesville	C	Oak Hill	-		
Geneva	C	Old Town	-	<b>GEORGIA</b>	
Graceville	C	Orange Park	B	Acworth	A

Appendix A  
Part II

Adairsville	C	Dalton	C	Lula	C
Albany	C	Douglasville	C	Lumber City	-
Alpharetta	A	Dublin	C	Lumpkin	C
Americus	C	Duluth	A	Luthersville	-
Appling	-	Eastman	C	Lyons	C
Arlington	C	Eatonton	C	Macon	C
Athens	C	Elberton	C	Madison	C
Atlanta	A	Fairburn	C	Marietta	A
Augusta	C	Fayetteville	C	McDonough	C
Austell	A	Flowery Branch	C	Millen	C
Baconton	-	Forsyth	C	Monticello	C
Bainbridge	C	Fort Valley	C	Morrow	A
Barnesville	C	Franklin	-	Newnan	C
Baxley	C	Gainesville	C	Newton	-
Blackshear	C	Gay	-	Norcross	A
Bogart-Statham	C	Gibson	C	Palmetto	C
Bowdon	C	Grantville	-	Panola	C
Bremen	C	Greensboro	C	Pelham	C
Brunswick	C	Greenville	C	Pine Mountain	-
Buchanan	C	Griffin	C	Pooler	-
Buford	C	Hamilton	C	Powder Springs	A
Calhoun	C	Hampton	C	Richland	C
Camilla	C	Harlem	C	Rome	C
Carrollton	C	Hazelhurst	C	Rockmart	C
Cartersville	C	Hephzibah	C	Roopville	C
Cave Spring	-	Hogansville	C	Roswell	A
Cedartown	C	Jackson	C	Royston	C
Chamblee	A	Jekyll Island	C	Rutledge	-
Claxton	C	Jesup	C	St. Simons	C
Clermont	C	Johnson's Corner	-	Sandersville	-
Cochran	C	Jonesboro	A	Tennille	C
Colquitt	C	Kingston	-	Sardis	-
Columbus	C	LaGrange	C	Savannah	C
Concord	C	Lake Park	C	Savannah Beach	-
Conyers	C	Lawrenceville	A	Senoia	C
Cordele	C	Leary	-	Smithville	-
Covington	C	Leesburg	-	Smyrna	A
Cumming	C	Lithonia	C	Social Circle	C
Cusseta	C	Loganville	C	Sparks	-
Dallas	C	Louisville	C	Sparta	C

Appendix A  
Part II

Stockbridge	C	Burgaw	C	Leicester	C
Stone Mountain	A	Burlington	C	Lenoir	C
Swainsboro	C	Canton	C	Lincolnton	C
Sylvester	C	Coroleen	C	Locust	C
Tallapoosa	C	Carolina Beach	C	Long Beach	C
Temple	-	Cary	C	Lowell	C
Thomasville	C	Castle Hayne	C	Lumberton	C
Thomson	C	Chapel Hill	C	Maggie Valley	C
Tifton	C	Charlotte	A	Maiden	C
Tucker	A	Cherryville	C	Marion	C
Valdosta	C	Claremont	C	Milton	-
Vidalia	C	Cleveland	C	Monroe	C
Villa Rica	C	Clyde	C	Monticello	C
Wadley	C	Concord	C	Morganton	C
Warner Robins	C	Davidson	C	Mt. Holley	C
Warrenton	C	Denver	C	Mt. Olive	C
Watkinsville	C	Ellenboro	C	Newland	C
Waycross	C	Enka	C	Newton	C
Waynesboro	C	Fairmont	C	Pembroke	C
Winder	C	Fairview	C	Raleigh	A
Woodbury	C	Forest City	C	Reidsville	C
Woodstock	C	Gastonia	C	Rockingham	C
Wrens	C	Gatewood	-	Rowland	C
Wrightsville	C	Gibson	-	Rutherfordton	C
Zebulon	C	Goldsboro	C	Sailsbury	C
		Grantham	C	Saxapahaw	C
<b>NORTH CAROLINA</b>		Greensboro	C	Scotts Hill	C
Acme	C	Grover	C	Selma	C
Anderson	C	Hamlet	C	Shelby	C
Apex	C	Hendersonville	C	Southport	C
Arden	C	Hickory	C	Spruce Pine	C
Arcadia-Midway	-	Huntersville	C	Stanley	C
Asheville	C	Julian	C	Statesville	C
Atkinson	C	Kimesville	-	Stony Point	C
Belmont	C	Kings Mountain	C	Summerfield	C
Bessemer City	C	Knightdale	C	Swannanoa	C
Black Mountain	C	Lake Lure	C	Taylorsville	C
Blowing Rock	C	Lattimore	C	Troutman	C
Bolton	-	Laurinburg	C	Vale	C
Boone	C	Lawndale	C	Waynesville	C

Appendix A  
Part II

Wendell	C	Folly Beach	-	Seneca	C
Wilmington	C	Fountain Inn	C	Sharon	-
Winston-Salem	C	Gaffney	C	Six Mile	C
Wrightsville Beach	C	Graniteville	C	Society Hill	-
Zebulon	C	Greenville	C	Spartanburg	C
		Greenwood	C	Springfield-Salley	-
		Greer	C	Summerville	C
<b>SOUTH CAROLINA</b>		Hartsville	C	Sumter	C
Aiken	C	Hickory Grove	-	Timmons ville	C
Allendale	C	Hilton Head	-	Travelers Rest	C
Anderson	C	Honea Path	C	Union	C
Bamberg	-	Isle of Palms	C	Walhalla	C
Barnwell	C	Sullivan's Island	-	Westminster	C
Batesburg	C	Joanna	-	Whitmire	C
Bath	C	Johnston	C	York	C
Belton	C	Jonesville	C		
Bennettsville	C	Lake View	-		
Blacksburg	C	Lake Wylie	C		
Blackville	-	Latta	-		
Blenheim	-	Lexington	C		
Blue Ridge	C	Liberty	C		
Camden	C	Lyman	C		
Central	-	Marion	C		
Chapin-Little Mtn.	C	McColl	-		
Charleston	C	Mt. Pleasant	C		
Cheraw	C	Mullins	C		
Clemson	C	Myrtle Beach	C		
Clinton	C	Newberry	C		
Clio	-	New Ellenton	-		
Clover	C	Nichols	-		
Columbia	B	North Augusta	C		
Cowpens	C	Orangeburg	C		
Darlington	C	Pacolet	-		
Denmark	C	Pelzer-Williamston	C		
Dillon	C	Pendleton	C		
Easley	C	Pickens	C		
Eastover	C	Piedmont	C		
Edgefield	C	Prosperity	-		
Edisto Beach	-	St. George	C		
Florence	C	Salem	-		

Appendix B  
Part 1

BELLSOUTH ADVERTISING & PUBLISHING CORP.  
WAGE SCALE 2

JTC 4326 - OFFICE CLERICAL ASSISTANT

Wage Length of Service	Weekly Wage Rates								
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
<b>Zone A</b>									
08/05/01	400.50	419.00	438.00	458.00	479.00	501.00	524.00	548.00	573.00
02/03/02	406.50	425.00	444.50	465.00	486.00	508.50	531.50	556.00	581.50
08/04/02	414.50	433.50	453.50	474.00	496.00	518.50	542.00	567.00	593.00
02/02/03	425.00	444.50	465.00	486.00	508.50	531.50	556.00	581.50	608.00
08/03/03	474.50	454.50	475.00	497.00	519.50	543.50	568.50	594.50	621.50
02/01/04	443.50	466.00	487.00	509.50	532.50	557.00	582.50	609.00	637.00
<b>Zone B</b>									
08/05/01	394.50	413.00	432.00	452.00	473.00	495.00	518.00	542.00	567.00
02/03/02	400.50	419.00	438.50	459.00	480.00	502.50	525.50	550.00	575.50
08/04/02	408.50	427.50	447.50	468.00	489.50	512.50	536.00	561.00	587.00
02/02/03	418.50	438.00	458.00	479.50	501.50	525.00	549.50	575.00	601.50
08/03/03	428.00	448.00	468.50	490.50	513.00	537.00	561.50	588.00	615.00
02/01/04	438.50	459.00	480.00	502.50	526.00	550.00	576.00	602.50	630.50
<b>Zone C</b>									
08/05/01	389.50	407.50	426.50	446.00	466.50	488.00	510.50	534.50	559.00
02/03/02	395.50	414.00	433.00	453.00	474.00	495.50	518.50	542.50	567.50
08/04/02	403.50	422.00	441.50	462.00	483.50	505.50	529.00	553.50	579.00
02/02/03	413.50	432.50	452.50	473.50	495.50	518.50	542.00	567.50	593.50
08/03/03	423.00	442.50	463.00	484.50	506.50	530.00	554.50	580.00	607.00
02/01/04	433.50	453.50	474.50	496.50	519.50	543.00	568.50	594.50	622.00
Pension Band	Zone A - 102		Zone B - 102		Zone C - 102				

Appendix B  
Part I

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE 10

JTC 0004 - ACCOUNTING CLERK

JTC 0015 - DIRECTORY CLERK

JTC 0021 - ADMINISTRATIVE REPORTS CLERK

Wage Length of Service	Weekly Wage Rates								
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
<b>Zone A</b>									
08/05/01	437.00	460.50	485.00	511.00	538.50	567.50	597.50	630.00	663.50
02/03/02	443.50	467.50	492.50	518.50	546.50	576.00	606.50	639.00	673.50
08/04/02	452.50	476.50	502.50	529.00	557.50	587.50	619.00	652.00	687.00
02/02/03	464.00	489.00	515.00	542.50	571.50	602.00	634.50	668.50	704.00
08/03/03	474.50	500.00	526.50	555.00	584.50	616.00	648.50	683.50	720.00
02/01/04	486.50	512.50	540.00	569.00	599.00	631.00	665.00	700.50	738.00
<b>Zone B</b>									
08/05/01	436.50	453.50	478.00	503.50	530.50	559.00	589.00	620.50	654.00
02/03/02	437.00	460.50	485.00	511.00	538.50	567.50	598.00	630.00	664.00
08/04/02	445.50	469.50	494.50	521.50	549.50	579.00	610.00	643.00	677.50
02/02/03	456.50	481.00	507.00	534.50	563.00	593.50	625.50	659.00	694.50
08/03/03	467.00	492.00	518.50	546.50	576.00	607.00	639.50	674.00	710.00
02/01/04	478.50	504.50	531.50	560.00	590.00	622.00	655.50	691.00	728.00
<b>Zone C</b>									
08/05/01	425.50	448.50	473.00	498.50	525.50	554.00	584.00	615.50	649.00
02/03/02	432.00	455.50	480.00	506.00	533.50	562.00	592.50	624.50	658.50
08/04/02	440.50	464.50	489.50	516.00	544.00	573.50	604.50	637.00	671.50
02/02/03	451.50	476.00	501.50	529.00	557.50	587.50	619.50	653.00	688.50
08/03/03	461.50	486.50	513.00	540.50	570.00	601.00	633.50	668.00	704.00
02/01/04	473.00	498.50	525.50	554.00	584.00	616.00	649.00	684.50	721.50

Pension Band

Zone A - 106

Zone B - 106

Zone C - 106

Appendix B  
Part I

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE 14

JTC 0727 - COMPUTER ATTENDANT

JTC 9174 - SALES TEAM SUPPORT CLERK

JTC 1372 - SPECIAL CLERK - DIRECTORY

JTC 9500 - SPECIAL CLERK - MARKET

JTC 9500 - SPECIAL CLERK - NYPS

Weekly Wage Rates									
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
Zone A									
08/05/01	459.00	483.00	508.50	533.50	563.50	593.50	624.50	657.50	692.00
02/03/02	466.00	490.50	516.50	541.50	572.00	602.50	634.00	667.50	702.50
08/04/02	475.50	500.50	527.00	554.50	583.50	614.50	646.50	680.50	716.50
02/02/03	487.50	513.00	540.00	568.50	598.50	630.00	663.00	698.00	734.50
08/03/03	498.50	524.50	552.50	581.50	612.00	644.00	678.00	713.50	751.00
02/01/04	511.00	538.00	566.00	596.00	627.50	660.50	695.00	731.50	770.00
Zone B									
08/05/01	452.50	476.50	501.50	528.50	556.50	586.00	617.00	649.50	684.00
02/03/02	459.50	484.00	509.50	536.50	563.00	593.00	626.50	661.50	698.50
08/04/02	468.50	493.50	519.50	547.00	576.00	606.50	639.00	673.00	708.50
02/02/03	480.00	505.50	532.50	560.50	590.50	621.50	654.50	689.50	726.00
08/01/03	491.00	517.00	544.50	573.50	604.00	636.00	669.50	705.00	742.50
02/01/04	503.50	530.00	558.50	588.00	619.00	652.00	686.50	722.50	761.00
Zone C									
08/05/01	451.00	474.50	499.50	525.50	553.00	582.00	612.50	644.50	678.00
02/03/02	458.00	482.00	507.00	533.50	561.50	590.50	621.50	654.00	688.00
08/04/02	467.00	491.50	517.00	544.00	572.50	602.50	634.00	667.00	702.00
02/02/03	478.50	503.50	530.00	557.50	587.00	617.50	649.50	683.50	719.50
08/03/03	489.50	515.00	542.00	570.00	600.00	631.50	664.50	699.00	735.50
02/01/04	501.50	527.50	555.50	584.50	615.00	647.00	681.00	716.50	754.00

Pension Band

Zone A - 108

Zone B - 107

Zone C - 107

Appendix B  
Part I

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE 16

JTC 0003 ACCOUNTING ASSISTANT

JTC 2577 - PHOTOGRAPHIC ASSISTANT - DIRECTORY

JTC 1016 - DIRECTORY COMPOSER

Wage Length of Service	Weekly Wage Rates								
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
<b>Zone A</b>									
08/05/01	469.00	494.00	521.00	549.00	578.50	609.50	642.00	676.50	713.00
02/03/02	476.00	501.50	528.50	557.00	587.00	618.50	651.50	686.50	723.50
08/04/02	485.50	511.30	539.00	568.00	598.50	630.50	664.50	700.50	738.00
02/02/03	497.50	524.50	552.50	582.00	613.50	646.50	681.00	718.00	756.50
08/03/03	508.50	536.00	564.50	595.00	627.00	661.00	696.50	734.00	773.50
02/01/04	521.00	549.00	578.50	610.00	643.00	677.50	714.00	752.50	793.00
<b>Zone B</b>									
08/05/01	461.50	486.50	512.50	540.00	569.00	599.50	632.00	665.50	701.50
02/03/02	468.50	493.50	520.00	548.00	577.50	608.50	641.50	675.50	712.00
08/04/02	479.00	503.50	530.50	559.00	589.00	620.50	654.00	689.00	726.00
02/02/03	490.00	516.50	544.00	573.00	604.00	636.00	670.00	706.00	744.00
08/03/03	501.00	528.00	556.00	586.00	617.30	650.50	685.00	722.00	760.50
02/01/04	513.50	541.00	570.00	600.50	632.50	666.50	702.50	740.00	779.50
<b>Zone C</b>									
08/05/01	438.50	483.00	509.00	536.00	565.00	595.00	627.00	660.50	696.00
02/03/02	465.50	490.50	516.50	544.50	573.50	604.00	636.50	670.50	706.50
08/04/02	475.00	500.50	527.00	555.50	585.00	616.50	649.00	684.00	720.50
02/02/03	487.00	513.00	540.50	569.50	599.50	631.50	665.50	701.00	738.50
08/03/03	498.00	524.50	552.50	582.00	613.00	646.00	680.50	716.50	753.00
02/01/04	510.50	538.00	566.50	596.50	628.50	662.00	697.50	735.00	774.00
<b>Pension Band</b>									
	Zone A - 108		Zone B - 108		Zone C - 108				



Appendix B  
Part I

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE 18

JTC 4629 - ACCOUNTING SPECIALIST

JTC 9114 - DIRECTORY ARTIST

Wage Length of Service	Weekly Wage Rates								
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
<b>Zone A</b>									
08/05/01	474.50	500.50	528.50	557.50	588.50	621.00	655.00	691.50	729.50
02/03/02	481.50	508.00	536.00	566.00	597.00	630.00	665.00	701.50	740.50
08/04/02	491.00	518.00	547.00	577.00	609.00	643.00	678.50	716.00	755.50
02/02/03	503.50	531.50	560.50	591.50	624.50	659.00	695.50	734.00	774.50
08/03/03	515.00	543.50	573.50	605.00	638.50	674.00	711.00	750.50	792.00
02/01/04	528.00	557.00	588.00	620.50	655.00	691.00	729.00	769.50	812.00
<b>Zone B</b>									
08/05/01	468.50	494.50	521.50	550.50	581.00	613.00	646.50	682.50	720.00
02/03/02	475.50	502.00	529.50	558.50	589.50	622.00	656.50	692.50	731.00
08/04/02	485.00	512.00	540.00	570.00	601.50	634.50	669.50	706.50	745.50
02/02/03	497.00	524.50	553.50	584.00	616.00	650.00	686.00	724.00	764.00
08/03/03	508.00	536.00	565.50	597.00	630.00	664.50	701.50	740.00	781.00
02/01/04	520.50	549.50	579.50	611.50	645.50	681.00	719.00	758.50	800.50
<b>Zone C</b>									
08/05/01	465.50	491.50	518.50	547.00	577.50	609.50	643.50	679.00	716.50
02/03/02	472.50	498.50	526.00	555.50	586.00	618.50	653.00	689.00	727.00
08/04/02	482.00	508.50	537.00	566.50	598.00	631.00	666.00	702.50	741.50
02/02/03	494.00	521.50	550.00	580.50	612.50	646.50	682.50	720.00	760.00
08/03/03	505.00	533.00	562.50	593.50	626.50	661.00	697.50	736.50	777.00
02/01/04	517.50	546.00	576.50	608.50	642.00	677.50	715.00	754.50	796.50

Pension Band

Zone A - 109

Zone B - 109

Zone C - 109

Appendix B  
Part I

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE 21

JTC 4724 - COMMUNICATIONS ASSISTANT

JTC 9595 - GRAPHICS ARTIST

JTC 9501 - CUSTOMER CARE REPRESENTATIVE

JTC 9131 - GRAPHICS SERVICE REPRESENTATIVE

JTC 9111 - COLLECTIONS REPRESENTATIVE

JTC 9506 - WEB DESIGNER

JTC 9109 - DIRECTORY CUSTOMER SERVICE REPRESENTATIVE

Wage Length of Service	Weekly Wage Rates								
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
<b>Zone A</b>									
08/05/01	475.00	503.50	533.50	565.50	599.50	635.50	673.50	714.00	757.00
02/03/02	482.00	511.00	541.50	574.00	608.50	645.00	684.00	725.00	768.50
08/04/02	491.50	521.00	552.50	585.50	621.00	658.00	697.50	739.50	784.00
02/02/03	504.00	534.50	566.50	600.50	636.50	674.50	715.00	758.00	803.50
08/03/03	515.50	546.50	579.00	614.00	651.00	690.00	731.00	775.00	821.50
02/01/04	528.50	560.00	594.00	629.50	667.00	707.00	749.50	794.50	842.00
<b>Zone B</b>									
08/05/01	469.00	497.00	526.50	557.50	591.00	626.00	663.50	702.50	744.50
02/03/02	476.00	504.50	534.50	566.00	599.50	635.50	673.00	713.00	755.50
08/04/02	485.50	514.50	545.00	577.50	611.50	648.00	686.50	727.50	770.50
02/02/03	497.50	527.00	558.50	591.50	627.00	664.00	704.00	745.50	790.00
08/03/03	508.50	539.00	571.00	605.00	641.00	679.00	719.50	762.50	808.00
02/01/04	521.00	552.00	585.00	620.00	657.00	696.00	737.50	781.50	828.00
<b>Zone C</b>									
08/05/01	467.00	494.50	524.00	555.50	588.50	623.00	660.00	699.50	741.00
02/03/02	474.00	502.00	532.00	563.50	597.00	632.50	670.00	710.00	752.00
08/04/02	483.50	512.00	542.50	575.00	609.00	645.00	683.50	724.00	767.00
02/02/03	495.50	525.00	556.00	589.00	624.00	661.00	700.50	742.00	786.00
08/03/03	506.50	536.50	568.50	602.00	638.00	676.00	716.00	758.50	803.50
02/01/04	519.00	550.00	582.50	617.00	654.00	692.50	733.50	777.50	823.50

Pension Band

Zone A - 110

Zone B - 110

Zone C - 110

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE 21

JTC 9502 - CUSTOMER CARE SPECIALIST

JTC 9117 - SALES TEAM SUPPORT ARTIST

Weekly Wage Rates									
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
<b>Zone A</b>									
08/05/01	488.50	517.50	548.50	581.50	616.00	653.00	692.00	733.00	777.00
02/03/02	496.00	525.50	557.00	590.00	625.50	662.50	702.00	744.00	788.50
06/04/02	506.00	536.00	568.00	602.00	638.00	676.00	716.50	759.00	804.50
02/02/03	518.50	549.50	582.00	617.00	654.00	693.00	734.00	778.00	824.50
08/03/03	530.00	561.50	595.00	631.00	668.50	708.50	750.50	795.50	843.00
02/01/04	543.50	576.00	610.50	646.50	685.50	726.00	769.50	815.50	864.00
<b>Zone B</b>									
08/05/01	479.50	508.00	538.50	570.50	604.50	641.00	679.00	719.50	762.50
02/03/02	486.50	515.50	546.50	579.00	613.50	650.50	689.00	730.50	774.00
06/04/02	496.00	525.50	557.00	590.50	626.00	663.00	703.00	745.00	789.50
02/02/03	508.50	539.00	571.00	605.00	641.50	679.50	720.50	763.50	809.00
08/03/03	520.00	551.00	584.00	619.00	656.00	695.00	736.50	780.50	827.00
02/01/04	533.00	565.00	598.50	634.00	672.00	712.00	754.50	800.00	847.50
<b>Zone C</b>									
08/05/01	476.00	504.50	534.00	566.00	599.50	635.00	673.00	712.50	753.00
02/03/02	483.00	511.50	542.00	574.50	608.50	644.50	683.00	723.50	766.50
06/04/02	492.50	522.00	553.00	585.50	620.50	657.50	696.50	738.00	782.00
02/02/03	505.00	535.00	567.00	600.50	636.00	674.00	714.00	756.50	801.50
08/03/03	516.50	547.00	579.50	614.00	650.50	689.00	730.00	773.50	819.50
02/01/04	529.50	561.00	594.50	629.50	667.00	706.50	748.50	793.00	840.00

Pension Band

Zone A - 111

Zone B - 111

Zone C - 111

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE C1

JTC 9319 - PREMISE COLLECTOR

Wage Length of Service	Weekly Wage Rates								
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
08/04/2001	749.00	758.00	767.00	776.50	785.50	795.00	804.50	814.00	824.00
02/02/2002	749.00	758.00	767.00	776.50	785.50	795.00	804.50	814.00	824.00
08/03/2002	764.00	773.00	782.50	792.00	801.50	811.00	820.50	830.50	840.50
02/01/2003	764.00	773.00	782.50	792.00	801.50	811.00	820.50	830.50	840.50
08/02/2003	779.50	789.00	798.50	808.00	817.50	827.50	837.50	847.50	857.50
02/01/2004	779.50	789.00	798.50	808.00	817.50	827.50	837.50	847.50	857.50
Pension Band	-129-								

BELLSOUTH ADVERTISING & PUBLISHING CORP.  
WAGE SCALE MI

JTC 9107 - MAJOR ACCOUNTS REPRESENTATIVE

Wage Length of Service	Weekly Wage Rates	
	Start / Top	No Progression
08/01/01	1409.00	
02/03/02	1430.00	
08/04/02	1430.00	
02/02/03	1430.00	
08/03/03	1430.00	
02/01/04	1466.00	
Pension Band	- 124 -	

Appendix B  
Part I

BELLSOUTH ADVERTISING & PUBLISHING CORP.  
WAGE SCALE PJ

JTC 0969 - DIRECTORY ADVERTISING SALES REPRESENTATIVE

Wage Length of Service	Weekly Wage Rates										
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
08/05/01	258.00	274.00	291.00	308.50	327.50	348.00	369.50	392.00	416.00	442.00	469.00
02/03/02	262.00	278.00	295.00	313.50	332.50	353.00	375.00	398.00	422.50	448.50	476.00
08/04/02	262.00	278.00	295.00	313.50	332.50	353.00	375.00	398.00	422.50	448.50	476.00
02/02/03	262.00	278.00	295.00	313.50	332.50	353.00	375.00	398.00	422.50	448.50	476.00
08/03/03	262.00	278.00	295.00	313.50	332.50	353.00	375.00	398.00	422.50	448.50	476.00
02/01/04	262.00	278.00	295.00	313.50	332.50	353.00	375.00	398.00	422.50	448.50	476.00

Pension Band - 129 -

BELLSOUTH ADVERTISING & PUBLISHING CORP.  
WAGE SCALE P1

JTC 0969 - DIRECTORY ADVERTISING SALES REPRESENTATIVE

Weekly Wage Rates											
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
06/05/01	805.50	839.50	874.50	911.00	949.50	989.50	1031.00	1074.00	1119.00	1166.00	1215.00
02/03/02	817.50	852.00	887.50	925.00	963.50	1004.00	1046.00	1090.00	1135.50	1183.50	1233.00
08/04/02	834.00	869.00	905.50	943.50	983.00	1024.00	1067.00	1111.50	1158.50	1207.00	1257.50
02/02/03	855.00	891.00	928.00	967.00	1007.50	1050.00	1094.00	1139.50	1187.50	1237.00	1289.00
08/03/03	874.00	910.50	949.00	988.50	1030.00	1073.50	1118.50	1165.00	1214.00	1265.00	1318.00
02/01/04	896.00	933.50	972.50	1013.50	1056.00	1100.00	1146.50	1194.50	1244.50	1296.50	1351.00

Pension Band

- 118 -

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE \$1

FTC 9112 - DIRECTORY SPECIAL ACCOUNT REPRESENTATIVE

Weekly Wage Rates											
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month	End of 54th Month	End of 60th Month
Zone A											
05/05/01	608.50	644.00	681.50	721.50	763.50	808.00	855.50	905.50	958.50	1014.50	1073.50
02/03/02	617.50	653.50	692.00	732.00	775.00	820.00	868.00	919.00	972.50	1029.50	1089.50
08/04/02	630.00	667.00	706.00	747.00	790.50	837.00	885.50	937.50	992.00	1050.00	1111.50
01/02/03	646.00	683.50	723.50	766.00	810.50	858.00	908.00	961.00	1017.00	1076.50	1139.50
08/03/03	660.50	699.00	740.00	783.00	829.00	877.00	928.50	982.50	1040.00	1100.50	1165.00
02/01/04	677.00	716.50	758.50	802.50	849.50	899.00	951.50	1007.00	1066.00	1128.00	1194.00
Zone B											
08/05/01	601.00	636.00	673.50	712.50	754.50	798.50	845.00	894.50	947.00	1002.50	1061.00
02/03/02	610.00	645.50	683.50	723.50	765.50	810.50	858.00	908.00	961.50	1017.50	1077.00
08/04/02	622.00	658.50	697.00	737.50	781.00	826.50	875.00	926.00	980.50	1038.00	1098.50
02/02/03	637.50	675.00	714.50	756.00	800.50	847.00	897.00	949.50	1005.00	1063.50	1126.00
08/03/03	652.00	690.00	730.50	773.50	818.50	866.50	917.00	971.00	1027.50	1088.00	1151.50
02/01/04	668.50	707.50	749.00	793.00	839.00	888.50	940.50	995.50	1053.50	1115.00	1180.50
Zone C											
08/05/01	595.50	630.50	667.00	706.00	747.50	791.00	837.00	886.00	938.00	992.50	1050.50
02/03/02	604.50	640.00	677.00	716.50	758.50	803.00	850.00	899.50	952.00	1007.50	1066.50
08/04/02	616.50	652.50	690.50	731.00	774.00	819.00	867.00	917.50	971.00	1028.00	1088.00
02/02/03	632.00	669.00	708.00	749.50	793.00	839.50	888.50	940.50	995.50	1053.50	1115.00
08/03/03	646.00	684.00	723.50	766.00	811.00	858.00	908.50	961.50	1017.50	1077.00	1140.00
02/01/04	662.00	700.50	741.50	785.00	831.00	879.50	931.00	985.50	1043.00	1104.00	1168.50

Pension Band

Zone A - 124

Zone B - 124

Zone C - 124



Appendix B  
Part I

BELLSOUTH ADVERTISING & PUBLISHING CORP.

WAGE SCALE S2

JTC 9500 - TELEPHONE SALES SPECIALTY REPRESENTATIVE

Wage Length of Service	Weekly Wage Rates				
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month
08/03/01	606.50	636.50	667.50	700.50	735.00
02/03/02	606.50	636.50	667.50	700.50	735.00
08/04/02	618.50	649.00	681.00	714.50	749.50
02/02/03	618.50	649.00	681.00	714.50	749.50
08/03/03	631.00	662.00	694.50	728.50	764.50
02/01/04	631.00	662.00	694.50	728.50	764.50
Pension Band -113-					

BELLSOUTH ADVERTISING & PUBLISHING CORP.  
WAGE SCALE SR

JTC 9500 - TELEPHONE SALES SPECIALTY REPRESENTATIVE

Wage Length of Service	Weekly Wage Rates				
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month
08/03/01	445.50	474.50	505.50	539.00	574.00
02/03/02	445.50	474.50	505.50	539.00	574.00
08/04/02	454.50	484.00	515.50	550.00	585.50
02/02/03	454.50	484.00	515.50	550.00	585.50
08/03/03	463.50	493.50	526.00	561.00	597.00
02/01/04	463.50	493.50	526.00	561.00	597.00

Pension Based

-113-

Appendix B  
Part 1

BELLSOUTH ADVERTISING & PUBLISHING CORP.  
WAGE SCALE T1

JTC 0992 - DIRECTORY TELEPHONE SALES REPRESENTATIVE

Weekly Wage Rates									
Wage Length of Service	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
Zone A									
08/05/01	460.00	484.50	510.50	537.50	566.00	596.50	628.00	661.50	697.00
02/03/02	460.00	484.50	510.50	537.50	566.00	596.50	628.00	661.50	697.00
08/04/02	471.50	496.50	523.00	551.00	580.50	611.50	644.00	678.50	714.50
02/02/03	471.50	496.50	523.00	551.00	580.50	611.50	644.00	678.50	714.50
08/03/03	481.00	506.50	533.50	562.00	592.00	623.50	657.00	692.00	729.00
02/01/04	490.50	516.50	544.50	573.50	604.00	636.00	670.00	706.00	743.50
Zone B									
08/05/01	453.00	477.00	503.00	529.50	558.00	588.00	619.50	652.50	687.50
02/03/02	453.00	477.00	503.00	529.50	558.00	588.00	619.50	652.50	687.50
08/04/02	464.50	489.50	515.50	543.00	572.00	602.50	635.00	669.00	704.50
02/02/03	464.50	489.50	515.50	543.00	572.00	602.50	635.00	669.00	704.50
08/03/03	474.00	499.50	526.00	554.00	583.50	614.50	647.50	682.00	718.50
02/01/04	483.50	509.50	536.50	565.00	595.50	627.00	660.50	696.00	733.00
Zone C									
08/05/01	450.00	474.00	499.50	526.00	554.00	583.50	614.50	647.50	682.00
02/03/02	450.00	474.00	499.50	526.00	554.00	583.50	614.50	647.50	682.00
08/04/02	461.50	486.00	512.00	539.00	568.00	598.00	630.00	663.50	699.00
02/02/03	461.50	486.00	512.00	539.00	568.00	598.00	630.00	663.50	699.00
08/03/03	470.50	495.50	522.00	550.00	579.00	610.00	642.50	677.00	713.00
02/01/04	480.00	505.50	532.50	561.00	591.00	622.50	655.50	690.50	727.50
Pension Band	Zone A - III		Zone B - III		Zone C - III				

BELLSOUTH ADVERTISING & PUBLISHING CORP.  
WAGE SCALE T2

JTC 0992 - DIRECTORY TELEPHONE SALES REPRESENTATIVE

Wage Length of Service	Weekly Wage Rates								
	Start	End of 6th Month	End of 12th Month	End of 18th Month	End of 24th Month	End of 30th Month	End of 36th Month	End of 42nd Month	End of 48th Month
<b>Zone A</b>									
08/03/01	\$05.50	\$33.00	\$62.00	\$92.00	\$124.50	\$158.00	\$194.00	\$231.50	\$271.00
02/03/02	\$13.00	\$41.00	\$70.00	\$101.00	\$133.50	\$168.00	\$204.00	\$241.50	\$282.50
06/04/03	\$23.50	\$52.00	\$81.50	\$113.00	\$146.50	\$181.50	\$218.00	\$257.00	\$298.00
02/02/01	\$36.50	\$65.50	\$96.00	\$128.50	\$162.50	\$198.50	\$236.00	\$276.00	\$318.00
08/03/03	\$48.50	\$78.00	\$109.50	\$142.50	\$177.50	\$214.00	\$252.50	\$293.50	\$336.50
02/01/04	\$62.00	\$92.50	\$124.50	\$158.50	\$194.00	\$232.00	\$271.50	\$313.50	\$357.50
<b>Zone B</b>									
08/05/01	\$49.50	\$76.50	\$105.00	\$135.50	\$167.00	\$199.50	\$234.00	\$270.00	\$307.50
02/03/02	\$57.00	\$84.50	\$113.50	\$144.00	\$176.50	\$210.00	\$245.50	\$283.00	\$321.50
06/04/02	\$17.00	\$45.00	\$74.50	\$106.00	\$139.00	\$173.50	\$210.00	\$249.00	\$289.50
02/02/03	\$30.00	\$59.00	\$89.00	\$121.00	\$155.00	\$190.50	\$228.00	\$267.50	\$309.00
08/03/03	\$42.00	\$71.50	\$102.50	\$135.00	\$169.50	\$206.00	\$244.00	\$284.50	\$327.00
02/01/04	\$55.50	\$85.50	\$117.50	\$151.00	\$186.00	\$223.50	\$262.50	\$304.00	\$347.50
<b>Zone C</b>									
08/05/01	\$46.00	\$73.00	\$101.50	\$131.00	\$161.00	\$192.00	\$224.00	\$258.00	\$294.00
02/03/02	\$53.50	\$81.00	\$110.50	\$140.00	\$171.00	\$203.00	\$236.00	\$271.00	\$308.00
06/04/02	\$13.50	\$41.50	\$71.00	\$102.00	\$134.50	\$168.00	\$203.50	\$241.50	\$281.00
02/02/03	\$26.50	\$55.00	\$85.00	\$117.00	\$150.50	\$185.50	\$223.00	\$262.00	\$303.50
08/03/03	\$38.50	\$67.50	\$98.50	\$131.00	\$165.00	\$201.00	\$239.00	\$279.50	\$321.50
02/01/04	\$52.00	\$82.00	\$113.50	\$146.50	\$182.00	\$219.50	\$258.50	\$299.50	\$342.00

Pension Band: Zone A - 112 Zone B - 112 Zone C - 112

Appendix B  
Part II

PENSION BAND AMOUNTS USED TO CALCULATE  
CASH BALANCE ACCOUNT AND PRE-69 BENEFIT

Band	On or After July 1, 2001	On or After July 1, 2002	On or After July 1, 2003	On or After July 1, 2004
101	25.91	27.21	28.57	29.71
102	27.04	28.39	29.81	31.00
103	28.13	29.54	31.02	32.28
104	29.19	30.65	32.18	33.47
105	30.30	31.82	33.41	34.75
106	31.41	32.98	34.63	36.02
107	32.51	34.14	35.85	37.28
108	33.59	35.27	37.03	38.51
109	34.70	36.44	38.20	39.79
110	35.78	37.57	39.45	41.03
111	36.88	38.72	40.68	42.29
Supp DTSR	11.14	11.70	12.29	12.78
112	37.95	39.85	41.84	43.51
113	39.07	41.02	43.07	44.79
114	40.14	42.15	44.28	46.03
115	41.24	43.30	45.47	47.29
116	42.38	44.48	46.70	48.57
117	43.42	45.59	47.87	49.79
118	44.53	46.76	49.10	51.06
119	45.62	47.90	50.30	52.31
120	46.74	49.08	51.53	53.59
121	47.81	50.20	52.71	54.82
122	48.90	51.35	53.92	56.08
123	50.01	52.51	55.14	57.35
124	51.09	53.64	56.32	58.57
Supp MAR	30.22	31.73	33.32	34.65
129	56.57	59.40	62.37	64.86

\* NOTE: See appropriate Wage Scale for Pension Band Assignment.

PENSION BAND AMOUNTS USED TO CALCULATE  
CASH BALANCE ACCOUNT AND PRE-99 BENEFIT

Wage Scale	Zone A Pension Effective Date on or After				Zone B Pension Effective Date on or After				Zone C Pension Effective Date on or After			
	7/1/01	7/1/02	7/1/03	7/1/04	7/1/01	7/1/02	7/1/03	7/1/04	7/1/01	7/1/02	7/1/03	7/1/04
2	27.04	28.38	29.81	31.00	27.04	28.39	29.81	31.00	27.04	28.39	29.81	31.00
10	31.41	32.88	34.63	36.02	31.41	32.90	34.63	36.02	31.41	32.88	34.63	36.02
14	33.59	35.27	37.00	38.51	33.59	35.27	37.03	38.51	33.59	35.27	37.03	38.51
16	33.59	35.27	37.03	38.51	33.59	35.27	37.03	38.51	33.59	35.27	37.03	38.51
18	34.70	36.44	38.26	39.79	34.70	36.44	38.26	39.79	34.70	36.44	38.26	39.79
21	35.78	37.57	39.45	41.03	35.78	37.57	39.45	41.03	35.78	37.57	39.45	41.03
22	36.88	38.72	40.68	42.29	36.88	38.72	40.68	42.29	36.88	38.72	40.68	42.29
T1	48.02	50.42	52.96	55.07	48.02	50.42	52.96	55.07	48.02	50.42	52.96	55.07
T2	37.95	39.85	41.84	43.51	37.95	39.85	41.84	43.51	37.95	39.85	41.84	43.51
SR	39.07	41.02	43.07	44.79	39.07	41.02	43.07	44.79	39.07	41.02	43.07	44.79
S2	39.07	41.02	43.07	44.79	39.07	41.02	43.07	44.79	39.07	41.02	43.07	44.79
P2	44.53	46.76	48.10	51.06	44.53	46.76	48.10	51.06	44.53	46.76	48.10	51.06
S1	51.09	53.64	56.32	58.57	51.09	53.64	56.32	58.57	51.09	53.64	56.32	58.57
M1	81.31	85.37	89.64	93.22	81.31	85.37	89.64	93.22	81.31	85.37	89.64	93.22
P1	56.57	59.40	62.37	64.86	56.57	59.40	62.37	64.86	56.57	59.40	62.37	64.86
C1	56.57	59.40	62.37	64.86	56.57	59.40	62.37	64.86	56.57	59.40	62.37	64.86

Additional "pension band credits" added to the cash balance account:

- T1 6% credit for any commissions
- SR 6% credit for any commissions
- M1 10% credit for any commissions
- P1 9% credit for any commissions
- C1 6% credit for any commissions

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**BELLSOUTH PENSION PLAN****Instructions to calculate a monthly pension benefit****Cash Balance Account portion**

1. **All employees hired on or after January 1, 1999 will begin with a \$0 opening balance.**
2. **Annual Pension Band Credits**
  - **An annual credit shall be made to the cash balance account that is equal to 60 times the applicable pension band at the end of each plan year. This credit amount will be prorated for terminations prior to the end of the calendar year.**
  - **For certain job titles at BAPCO who receive commission pay, additional credits are applied to the cash balance account, in order to provide comparable benefits to employees whose pay is primarily computed as a result of commissions.**
3. **Interest Credits**
  - **The cash balance account shall earn interest at the 30-year Treasury rate (the published rate in November of the preceding year) and will be credited to the accounts at the end of each calendar year. This credit will be prorated for terminations prior to the end of the calendar year.**

**Pre-99 Benefit portion**

1. **The accrued benefit will be based on:**
  - ◻ **Pension band at the time of retirement; times**
  - ◻ **Service at December 31, 1998.**

**Also, the accrued benefit will be:**

- ◻ **Increased with age-based enhancements based on age at retirement**
- ◻ **Decreased with early retirement reductions based on age and service at retirement.**

***Optional Forms of Payment***

- *For service pension retirements, the BSPP will permit a lump-sum payment equivalent to the total annuity benefit accrued as a result of service through and including December 31, 1998. The lump sum will be calculated using GATT assumptions and immediate age factors, and the lump sum amount cannot be less than any preceding December 31 lump sum amount, beginning with the lump sum calculated on December 31, 1999.*
- *For deferred vested pensioners, the prior service annuity benefit will be paid under the options available prior to December 31, 1998.*
- *For service pension retirements, participants may be paid their cash balance account as a lump sum.*
- *For deferred vested pensioners who terminate during the period January 1, 2002 through and including December 31, 2003, participants will not be paid their cash balance account as a lump sum.*
- *For deferred vested pensioners who terminate on and after January 1, 2004, cash balance accounts may be paid as a lump sum to all participants upon termination of employment, regardless of their pension commencement date.*



**APPENDIX B**  
**TEAM INCENTIVE AWARD PLAN**

*The Team Incentive Award (TIA) Plan (herein the "Plan") is intended to encourage and reward the contribution of eligible represented employees to BellSouth Advertising & Publishing Corporation (herein the "Company") service and financial performance by providing incentive compensation.*

- 1. To be eligible for a TIA, an employee must be an active, regular, full-time or part-time bargaining unit employee as of December 31 of the award year and have worked in the bargaining unit for three full months during the award year.*
- 2. The standard award will be in accordance with the economic proposal and will be calculated on the same basis as the management incentive award for 2001, 2002, and 2003.*
- 3. The Company will review the performance objectives used for the determination of bonuses with the Union at the Executive Level.*
- 4. Eligible employees who retire, die or leave the Company under a company declared surplus plan during the award year, will receive a prorated payment based on the year to date actual award results and year to date eligible earnings.*
- 5. Eligible earnings include basic wages, overtime pay, average pay, and commissions earned during the award year. Commissions will include any earnings for commission type payments that may be added during the life of the contract.*
- 6. Employees who voluntarily leave the company and are subsequently re-employed will be treated as a new hire for the award calculation. Previous service will not be considered for the award calculation.*

7. *Temporary employees and service/earnings as a temporary employee are not included in this award.*
8. *The award is subject to state and local taxes, federal income tax and Social Security tax at the time of payment. Deductions for union dues will be made from Award payments as authorized by the employee and Union. Personal allotments, such as Savings Bonds and United Way, and saving account deductions, such as Credit Union or BellSouth Savings and Security Plan will not be made.*

**COLLECTIONS REPRESENTATIVE  
BONUS COMPENSATION PLAN**

*The Collections Representative Bonus Compensation Plan is intended to encourage and reward team performance and the contribution of the Collections employees to the financial performance and operational efficiency of the Company.*

- 1. The plan is designed and will be implemented for Collections Representatives based on team results. It is used in conjunction with Wage Scale 21.*
- 2. The bonus target amount will be \$750. An amount ranging from 0 – 200% of the target amount may be earned by an eligible employee depending upon the performance of the team during the performance period. Bonuses within the plan will be paid on a monthly, quarterly, semi-annual or annual basis. Bonuses are paid at the end of the period based on actual team attainment of each objective described below.*
- 3. Measures that may be used for the bonus(es) may include, but not be limited to, the following types:*
  - Percent of dollars collected*
  - Percent of “end treatments”*
  - Percent of dollars cancelled*
  - Percent of accounts cancelled*
  - Percent of dollars released*
- 4. The company reserves the right to amend or modify the Collections Bonus Plan with 30 days advance notification to the Union at the Executive Level. Any plan changes that puts the target amount in jeopardy will first be negotiated with the Union at the Executive Level.*
- 5. The bonus is subject to state and local taxes, federal income and social security taxes in effect at the time of payment. Personal*

*allotments, such as Savings Bonds, United Way, Savings Account deductions, or the BellSouth Savings and Security Plan will not be made. Deductions for Union Dues will be made from eligible employee payments as authorized by the employee and the Union.*

- 6. In the event that an employee transfers, or is promoted to another position, the participant will be eligible to receive a bonus pro-rated for the amount of time in title during the period under consideration. Such payments shall be calculated and paid when other participating Plan members are paid.*

### ***PREMISE COLLECTIONS BONUS COMPENSATION PLAN***

*The Premise Collections Bonus Plan is intended to encourage and reward team performance and the contribution of the Collections employees to the financial performance and operational efficiency of the Company.*

- 1. The plan is designed and will be implemented for Premise Collectors based on assigned product/directory level targets. It is used in conjunction with Wage Scale C1.*
- 2. The bonus target amount will be \$12,000. An amount ranging from 0 – 200% of the target amount may be earned by an eligible employee depending upon the individual's performance during the performance period. Bonuses within the plan will be paid on a semi-annual or annual basis. Bonuses are paid to an individual, based on actual attainment of the targets described below for the products/directory levels.*
- 3. Measures that may be used for the bonus(es) may include, but not be limited to, the following types:*
  - Percent of dollars collected*
  - Percent of "end treatments"*
  - Percent of dollars cancelled*
  - Percent of accounts cancelled*
  - Percent of dollars released*
- 4. The company reserves the right to amend or modify the Collections Bonus Plan with 30 days advance notification to the Union at the Executive Level. Any plan changes that puts the target amount in jeopardy will first be negotiated with the Union at the Executive Level.*
- 5. The bonus is subject to state and local taxes, federal income and social security taxes in effect at the time of payment. Personal allotments, such as Savings Bonds, United Way, Savings Account*

*deductions, or the BellSouth Savings and Security Plan will not be made. Deductions for Union Dues will be made from eligible employee payments as authorized by the employee and the Union.*

- 6. In the event that an employee transfers, or is promoted to another position, the participant will be eligible to receive a bonus pro-rated for the amount of time in title during the period under consideration. Such payments shall be calculated and paid when other participating Plan members are paid.*

## COMPANY/UNION TRIALS

Dear Mr. Smith:

This letter will confirm the commitment between BellSouth Advertising & Publishing Corporation and the Communications Workers of America regarding trials during the life of this Agreement.

Using mutual gains / interest based bargaining techniques the parties commit to enhancing the partnership and create opportunities to improve the business through trials.

Either party may identify a trial opportunity and bring it to the other party for consideration. The Company and Union, at the bargaining level, will participate in the development and implementation of any such trial. A trial that has been determined to leave a positive impact on customer use/satisfaction, revenue growth, product enhancement, or employee satisfaction may be considered for implementation in other areas or company wide, as appropriate. The parties agree that any permanent change must be bargained and agreed to by the company and the union.

*The Company and Union, at the bargaining level, will review the overall compensation level of the group of employees involved in a trial to determine if the aggregate payout of the trial canvass was negatively affected by the trial and whether an adjustment to compensation is appropriate.*

Any initiative that is developed through the trial process will not lead to layoffs or surplus during the life of this agreement.

Sincerely,

Elizabeth H. Ruf  
Vice President  
Human Resources/Alliance for Continuous Improvement

**APPENDIX C**  
**PERSONNEL RECORD ENTRIES**

Dear Mr. Smith:

During 2001 Bargaining, CWA and BAPCO discussed concerns about the placement of entries in employee personnel records.

Due to the nature of the sales environment in BAPCO, there are times during a sales campaign when the Company must discuss sales results with individual Sales Representatives. These discussions may result in a record entry being placed in a Sales Representative's permanent record.

The Company agrees that when a counseling entry is placed in a Sales Representative's record during a campaign or campaigns, the entry will be removed if the final 5250/55 reflects a satisfactory or above performance level.

*In the event a warning or suspension entry for sales performance is placed in a Sales Representative's record during an appraisal period, that entry will be removed, if at the end of the appraisal period, the Sales Representative has met objective for that period.*

Sincerely,

Elizabeth H. Ruf  
Vice President, Human Resources/*Alliance for Continuous Improvement*



### **INVOLUNTARY OVERTIME TRIAL**

*The Company and the Union recognize the challenge of maintaining a competitive advantage through excellent customer service while meeting our employee's need for a work/life balance. Accordingly, the Company and the Union agreed to trial, for the life of the 2001 Working Agreement, the provisions below to address the issues around involuntary overtime.*

*When service conditions necessitate overtime assignments, volunteers will first be solicited, in seniority order, prior to forcing overtime. If necessary to force involuntary overtime, it will be assigned to employees in inverse order of seniority. In this event, employees will be expected to accept the overtime assignment with the following exceptions:*

- 1. Employees who have already worked 12 hours of overtime in a workweek will have the right to refuse additional overtime, except under conditions detailed in "3" below.
  - a. For peak directory cycles, the Company reserves the right to increase the amount of overtime hours in a workweek to 15 in one (1), pre-designated quarter, per year.**
- 2. Employees who have already worked three (3) consecutive involuntary 6<sup>th</sup> days or eight (8) involuntary 6<sup>th</sup> days within a quarter, will have the right to refuse additional 6<sup>th</sup> day overtime, except under conditions detailed in "3" below.*
- 3. The parties recognize that service difficulties (service emergencies and/or natural disasters) for an extended period may develop from time to time, during which, suspension of the above overtime limitations, would be appropriate. In the event such service difficulties develop, the Company and the Union will meet, at the local level, to discuss the problem and determine how to best deal with the situation.*

## **RECORDING OF CALLS**

*The Company and the Union recognize that the ability to record customer calls, when used in the spirit of trust and respect, is a valuable tool in reducing misunderstandings and ensuring agreement between company representatives and their customers.*

*The Company agrees that the ability to record customer/employee calls will be employee initiated. However, the Company agrees that recordings would be required in the following circumstances:*

- *for telephone sales, the recording of the "close of sale". This recording would be used as additional confirmation of the agreement and an additional resource when determining whether or not a requested billing adjustment is warranted.*
- *for customer care and collections, the recording of the final "agreement/understanding" in the settlement of a complaint. This recording would serve as an additional resource and confirmation of the agreement.*

*The Company agrees that the intent of these recordings is not to create an atmosphere of pressure in the work environment, or for the purpose of evaluating employees. The recorded close of the call would only be accessed in cases of customer-initiated disputes concerning the understanding of the agreement at the completed call.*

*No discipline will be taken as a result of call recording.*

*The Company will continue to comply with any applicable laws regarding the recording of conversations between company representatives and their customers.*

### **CUSTOMER CONTACT SAMPLING**

*The Company and the Union recognize that the ability to sample customer contacts is a valuable tool to enhancing customer service and improve sales techniques. When used in a spirit of trust and respect, customer calls may be monitored to assure courteous treatment, accurate information, identification of customer needs, evaluate products and services and the development of employees.*

*Customer contact samplings will not be used to harass an individual or group of employees in the workplace nor will it be used to create an atmosphere of pressure in the work environment.*

*When individual customer contact sampling takes place, defined as sampling which is focused on a specific employee, employees will be given prior notification of the day sampling occurs. Each employee will have the option of side-by-side or remote call sampling. Remote individual customer contact sampling will occur from within the general work area of the employee being observed and a visible notification made to all employees when individual customer contact sampling is being conducted from a remote location.*

*Feedback of all sampled calls will be provided to the employee at the earliest opportunity, normally the same day the sampling occurred. Feedback should be constructive, with emphasis on the positive aspects of the customer contact and in the spirit of improving the employee's techniques and performance. This feedback will be conducted away from the employee's workstation.*

*Employees will not be disciplined as a result of individual customer contact sampling on the first observed occurrence of any incidents of gross customer abuse, fraud or violation of secrecy of communication. In the event of any subsequent incidents within 18 months it will be documented and action taken if warranted.*

*Personal calls made on either telephones provided for personal use of the employee or at a workstation will not be subject to observing.*

*The Company will continue to comply with any applicable laws regarding service monitoring or observation.*

**GEOGRAPHIC MARKET ASSIGNMENT PLAN**

*Dear Mr. Smith,*

*During 2001 Bargaining, BAPCO and CWA discussed the numerous issues surrounding the geographic assignment of market in the Directory Advertising Sales Representative channel. It was jointly agreed that for the life of this contract, geographic market assignment would occur in some sales campaigns.*

*Markets using geographic market assignment will comply with Articles 10.03, 10.06, 10.07, 10.08, 10.09 and 10.10 of the Working Agreement.*

*Those markets using geographic market assignment for subsequent canvasses will utilize focus groups comprised of management and bargaining unit participants to identify opportunities for improvement from the initial canvass. The parties may agree, at the Executive Level, to utilize the trial provisions outlined in the Working Agreement (Appendix C) to implement mutually agreed upon recommendations.*

*Sincerely,*

*Elizabeth H. Ruf*

*Vice-President - Human Resources/Alliance for Continuous Improvement*

## NOTES

# 2001

January							February							March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31	29	30					
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	1	2	3	4	5						1	2		1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	
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2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
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16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
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# 2002

January							February							March							April						
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27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	28	29	30				
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5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
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19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
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